



TOWN OF DISCOVERY BAY
COMMUNITY SERVICES DISTRICT
AGENDA PACKET

For the Meeting of Wednesday
March 20, 2013

7:00P.M. Regular Meeting

District Office
1800 Willow Lake Road



TOWN OF DISCOVERY BAY

A COMMUNITY SERVICES DISTRICT

President – Ray Tetreault • Vice-President – Mark Simon • Director – Kevin Graves • Director – Bill Pease • Director – Chris Steele

**NOTICE OF THE REGULAR MEETING
OF THE BOARD OF DIRECTORS
OF THE TOWN OF DISCOVERY BAY
Wednesday March 20, 2013
REGULAR MEETING 7:00 P.M.
1800 Willow Lake Road, Discovery Bay, California
Website address: www.todb.ca.gov**

REGULAR MEETING 7:00 P.M.

A. ROLL CALL AND PLEDGE OF ALLEGIANCE

1. Call business meeting to order 7:00 p.m.
2. Pledge of Allegiance
3. Roll Call

B. PUBLIC COMMENTS (Individual Public Comments will be limited to a 3-minute time limit)

During Public Comments, the public may address the Board on any issue within the District's jurisdiction which is not on the agenda. The public may comment on any item on the Agenda at the time that item is before the Board for consideration. Any person wishing to speak must come up and speak from the podium. There will be no dialog between the Board and the commenter. Any clarifying questions from the Board must go through the Chair.

C. PRESENTATIONS

1. Presentation Regarding Development Project Status, including Pantages Bays and Newport Pointe

D. PRESIDENT REPORT AND DIRECTORS' COMMENTS

E. CONSENT CALENDAR

All matters listed under the CONSENT CALENDAR are considered by the District to be routine and will be enacted by one motion.

1. DRAFT Minutes of previous special meeting dated March 6, 2013
2. DRAFT Minutes of previous regular meeting dated March 6, 2013
3. Approve Register of District Invoices

F. NEW BUSINESS AND ACTION ITEMS

1. Approve Purchase of 17 Solar Pathway Lights for the Cornell Park Solar Lighting Project
2. Approve and Adopt Resolution 2013-06 Adopting Town of Discovery Bay Vehicle Use Policy
3. Purchase of Grinder for the Belt Press Installation Project
4. Authorize Water and Wastewater Rate Studies for the periods FY 2013/14 through FY 2016/17 with Bartle Wells Associates in an amount not to exceed \$33,125.00
5. Discovery Bay Community Center Swimming Pool Repair

G. VEOLIA REPORT

1. Veolia Report for February 2013

H. MANAGER'S REPORTS

I. GENERAL MANAGER'S REPORT – Discussion and Possible Action

1. Brent Ives Consulting

J. DISTRICT LEGAL COUNSEL REPORT

K. COMMITTEE UPDATES

1. Approved minutes from the Community Center meeting dated February 25, 2013
2. Community Center Status Report (No written report)

L. CORRESPONDENCE – Discussion and Possible Action

1. R – Contra Costa Aviation Advisory Committee meeting minutes dated January 10, 2013
2. R – East Contra Costa Fire Protection District meeting minutes dated February 4, 2013
3. R – County Supervisor Piepho letter regarding National Flood Insurance Program dated February 27, 2013

M. PUBLIC RECORD REQUESTS RECEIVED

N. FUTURE AGENDA ITEMS

O. ADJOURNMENT

Adjourn to the next Regular meeting of April 3, 2013 starting at 7:00 p.m. at 1800 Willow Lake Road-Located behind the Delta Community Presbyterian Church.

“This agenda shall be made available upon request in alternative formats to persons with a disability, as required by the American with Disabilities Act of 1990 (42 U.S.C. § 12132) and the Ralph M. Brown Act (California Government Code § 54954.2). Persons requesting a disability related modification or accommodation in order to participate in the meeting should contact the Town of Discovery Bay, at (925)634-1131, during regular business hours, at least twenty-four hours prior to the time of the meeting.”

"Materials related to an item on the Agenda submitted to the Town of Discovery Bay CSD after distribution of the agenda packet are available for public inspection in the District Office located at 1800 Willow Lake Road during normal business hours."



No Back Up
Documentation For
Agenda Item # C



No Back Up
Documentation For
Agenda Item # D



TOWN OF DISCOVERY BAY

A COMMUNITY SERVICES DISTRICT

President – Ray Tetreault • Vice-President – Mark Simon • Director – Kevin Graves • Director – Bill Pease • Director – Chris Steele

**MINUTES OF A SPECIAL MEETING
OF THE BOARD OF DIRECTORS
OF THE TOWN OF DISCOVERY BAY
Wednesday, March 6, 2013
1800 Willow Lake Road, Discovery Bay, California
SPECIAL MEETING 6:00 P.M.
Website address: www.todb.ca.gov**

SPECIAL MEETING AT 6:00 P.M.

- A. **ROLL CALL**
Call business meeting to order – 6:00 p.m. by President Tetreault
Roll Call – All Present
- B. **PUBLIC COMMENT**
None
- C. **OPEN SESSION DISCLOSURE OF CLOSED SESSION AGENDA**
(Government Code Section 54957.7)
Legal Counsel Schroeder – The Board is adjourning into Closed Session regarding action item D-1. There are no facts or circumstances to report at this time.
- D. **CLOSED SESSION:**
1. **CONFERENCE WITH LEGAL COUNSEL — ANTICIPATED LITIGATION**
Significant exposure to litigation pursuant to subdivision (b) of Section 54956.9: One case
- E. **RETURN TO OPEN SESSION; REPORT ON CLOSED SESSION**
(Government Code Section 54957.1)
Legal Counsel Schroeder – The Board has adjourned from Closed Session regarding action item D-1. The entire Board was present during the entire Closed Session and there is no reportable action at this time.
- F. **ADJOURNMENT**
The meeting adjourned at 7:05 p.m. to the Regular Meeting on March 6, 2013 at 7:00 p.m. on 1800 Willow Lake Road

//cmc – 03.11.13

<http://www.todb.ca.gov/content/agenda-and-minutes/>



TOWN OF DISCOVERY BAY

A COMMUNITY SERVICES DISTRICT

President – Ray Tetreault • Vice-President – Mark Simon • Director – Kevin Graves • Director – Bill Pease • Director – Chris Steele

**MINUTES OF THE REGULAR MEETING
OF THE BOARD OF DIRECTORS
OF THE TOWN OF DISCOVERY BAY
Wednesday March 6, 2013
REGULAR MEETING 7:00 P.M.
1800 Willow Lake Road, Discovery Bay, California
Website address: www.todb.ca.gov**

REGULAR MEETING 7:00 P.M.

A. ROLL CALL AND PLEDGE OF ALLEGIANCE

1. **Call business meeting to order** – 7:00 p.m. by President Tetreault
2. **Pledge of Allegiance** – Led by President Tetreault
3. **Roll Call** – All Present

B. PUBLIC COMMENTS (Individual Public Comments will be limited to a 3-minute time limit)

C. PRESENTATIONS

1. County Code Enforcement Update

Senior Code Enforcement Officer – Joe Losado provided an update within Discovery Bay. There was discussion between the Code Enforcement Officer and the Board.

D. AREA AGENCIES REPORTS / PRESENTATION

1. Sheriff's Office Report

The law enforcement report was provided for the month of February. There was discussion between the Board and the Sheriff's Office.

2. CHP Report

Officer Eric Brewer – Provided an update of the services to the Town of Discovery Bay.

3. Fire District Report

Chief Burris – Provided his report and the details for the month of February. There was discussion between the Board and Chief Burris. There were two Public Comment Speakers.

4. East Contra Costa Fire Protection District Report – No Report

5. Supervisor Mary Piepho, District III Report – No Report

E. COMMITTEE/LIAISON REPORTS

1. Trans-Plan Report – No Report

2. County Planning Commission Report – No Report

3. Code Enforcement Report – Director Pease provided information in regards to item E-3

4. Special Districts Report** – No Report

***These meetings are held Quarterly
Quarterly*

General Manager Howard – Provided details in regards to the Planning staff to attending a Town of Discovery Bay Board meeting.

F. CONSENT CALENDAR

All matters listed under the CONSENT CALENDAR are considered by the District to be routine and will be enacted by one motion.

1. DRAFT Minutes of previous special meeting dated February 20, 2013
2. DRAFT Minutes of previous regular meeting dated February 20, 2013
3. DRAFT Minutes of previous special workshop meeting dated February 23, 2013
4. Approve Register of District Invoices

Motion by: Director Simon to approve the Consent Calendar

Second by: Director Graves

Vote: Motion Carried: AYES: 5, NOES: 0

General Manager Howard – Stated that item G-7 will be discussed after item G-2

G. NEW BUSINESS AND ACTION ITEMS

1. **Review, discussion, and possible action on Operating and Capital Budget for Contra Costa County Lighting and Landscape Zones 35, 57, and 61**

Parks and Landscape Manager Perez – Provided details regarding item G-1.

2. **Discussion and possible action regarding 2013 Earth Day and Family Festival**

Parks and Landscape Manager Perez – Provided details regarding item G-2. There was discussion between the General Manager and the Board. There was one Public Comment Speaker.

3. **Influent Pump Station, Pump Station W and Emergency Storage Lagoon Project Electrical Upgrade**

General Manager Howard – Provided the details regarding item G-3. There was discussion between the General Manager, the District Engineer, and the Board.

Motion by: Director Graves to approve the action item to authorize PG&E to provide the necessary upgrades associated with the Influent Pump Station and Pump Station W and to authorize the General Manager to execute the necessary contractual documents not to exceed \$29,000.00.

Second by: Director Pease

Vote: Motion Carried – AYES: 5, NOES: 0

4. **Discovery Bay Community Center Swimming Pool Repair**

General Manager Howard – Stated that this item is pulled and will be back at the next Board meeting.

General Manager Howard – Stated that item G-6 will be discussed before G-5

5. **Introduction of DRAFT Ordinance No. 23 – An Ordinance of the Board of Directors of the Town of Discovery Bay adopting the establishment of compensation for the Board of Directors**

General Manager Howard – Provided details regarding item G-5. There was discussion between the General Manager, Legal Counsel, and the Board.

Motion by: Director Pease to waive First Reading and Set Date for Adoption of Ordinance No. 23 of the Board of Directors of the Town of Discovery Bay establishing compensation for the Board of Directors and Designate the District's Legal Counsel to prepare a summary of the Ordinance for publication.

Second by: Director Graves

Vote: Motion Carried – AYES: 3 – Director Graves, Director Pease, Director Steele, NOES: 2 – President Tetreault, Vice-President Simon

6. **National Pollutant Discharge Elimination System (NPDES) 2013 Permit Renewal Process and Consulting Services**

General Manager Howard – Provided details regarding item G-6.

District Engineer Harris – Provided additional details regarding item G-6. There was discussion between the General Manager, the District Engineer, the Water and Wastewater Manager, and the Board.

Motion by: Director Pease to Authorize General Manager to execute contract documents with Stantec Consulting, Inc. (Stantec) in the amount of \$40,000.00 for consulting services related to the NPDES 2013 Permit Renewal process

Second by: Director Graves

Vote: Motion Carried – AYES: 5, NOES: 0

7. **Fee Schedule and Possible Revision of User Fees for Discovery Bay Community Center**

General Manager Howard – Provided details regarding item G-7. There was discussion between the General Manager and the Board. There were eight Public Comment Speakers. The discussion continued between the General Manager, Legal Counsel, and the Board.

Motion by: Director Pease to have one user fee until the end of June 2013 that covers full use of entire facility – all inclusive

Second by: Vice-President Simon

Vote: Motion Carried – AYES: 5, NOES: 0

The discussion continued in regards to the fee schedule of the Discovery Bay Community Center

Motion by: Director Graves to revert to the recommendation from the Community Center Committee to the Board and that the Board propose, which includes the component (the first motion above) and propose that occur under the fee schedule listed under "Proposed" – under "Fitness" until the end of June 2013.

Second by: Director Simon

General Manager Howard – Provided additional details regarding item G-7. The discussion continued between the General Manager and the Board.

Motion Amended by: Director Graves to include a single day user fee of \$7.00 regardless of age.

Second by: Vice-President Simon

Legal Counsel Schroeder – Stated that the motion would be to approve the proposal with the following changes – deleting the three fees for tennis only and changing the guest fees from the three that are mentioned to one fee of \$7.00 per person for day use which includes child care.

Vote: Motion Carried – AYES: 5, NOES: 0

H. PRESIDENT REPORT AND DIRECTORS' COMMENTS

Director Graves – Provided the report and the details of the East Contra Cost County Fire Protection District meeting dated March 4, 2013

I. MANAGER'S REPORT

1. Update on Park Transfer Agreement

General Manager Howard – Stated continuing to move forward with the County regarding the transfer agreement. Also, regarding the Community Center we continue to make progress with limited budgets.

J. GENERAL MANAGER'S REPORT

Listed above in Manager's Report

K. DISTRICT LEGAL COUNSEL REPORT

None

L. COMMITTEE UPDATES

1. Approved minutes from the Community Center meeting dated February 11, 2013
2. Community Center Status Report (No written report)

M. CORRESPONDENCE – Discussion and Possible Action

1. R – Byron Municipal Advisory Council meeting minutes dated December 4, 2012

N. PUBLIC RECORD REQUESTS RECEIVED

1. Request from William Richardson – Some Gave All – Request date February 16, 2013
2. Request from William Richardson – Hofmann Land Development Co. v Town of Discovery Bay Community Services District

O. FUTURE AGENDA ITEMS

1. Inspection reports for the Community Center – Building and Electrical

P. ADJOURNMENT

The meeting adjourned at 8:55 p.m. to the next regular meeting on March 20, 2013 starting at 7:00 p.m. at 1800 Willow Lake Road.

//cmc – 03.12.13

<http://www.todb.ca.gov/content/agenda-and-minutes/>



Town of Discovery Bay

"A Community Services District"

AGENDA REPORT

Meeting Date

March 20, 2013

Prepared By: Dina Breitstein, Finance Manager & Lesley Marable, Sr. Accounts Clerk
Submitted By: Rick Howard, General Manager

RH

Agenda Title

Approve Register of District Invoices

Recommended Action

Staff recommends that the Board approve the listed invoices for payment

Executive Summary

District invoices are paid on a regular basis, and must obtain Board authorization prior to payment. Staff recommends Board authorization in order that the District can continue to pay warrants in a timely manner.

Fiscal Impact:

Amount Requested \$ 119,564.24

Sufficient Budgeted Funds Available?: Yes (If no, see attached fiscal analysis)

Prog/Fund # See listing of invoices. **Category:** Operating Expenses and Capital Improvements

Previous Relevant Board Actions for This Item

Attachments

Request For Authorization to Pay Invoices for the Town of Discovery Bay CSD 2012/2013
Request For Authorization to Pay Invoices for the Discovery Bay Lighting & Landscape District # 8 2012/2013
Request For Authorization to Pay Invoices for the Discovery Bay Lighting & Landscape District # 9 2012/2013

AGENDA ITEM: E-3

Request for authorization to pay invoices (RFA)
For the Meeting on March 20, 2013
Town of Discovery Bay CSD
For Fiscal Year's 7/12 - 6/13

<u>Vendor Name</u>	<u>Invoice Number</u>	<u>Description</u>	<u>Invoice Date</u>	<u>Amount</u>
Administration				
Accountemps	37239864	Office Temp Week Ending 01/25/13	01/30/13	\$576.00
Accountemps	37333186	Office Temp Week Ending 02/08/13	02/13/13	\$697.50
Accountemps	37352758	Office Temp Week Ending 02/15/13	02/18/13	\$706.50
Accountemps	37391138	Office Temp Week Ending 02/22/13	02/25/13	\$288.00
Accountemps	37478862	Office Temp Week Ending 03/01/13	03/07/13	\$144.00
Big Dog Computer	BDC32946	Hosted Exchange and GOTO monthly	03/04/13	\$285.00
Bill Pease	Feb-13	Expense Report Feb 2013	03/01/13	\$100.00
Blue Mountain Air	501 SLIFER CT	Closed Account, Refund to Customer	03/12/13	\$49.00
BMI	3/12/2013	Music License for Community Center	03/12/13	\$327.00
Brentwood Ace Hardware	808/022813	Install Trash Receptical (Z61)	02/28/13	\$138.52
Brentwood Ace Hardware	808/022813	Slifer Park Landscape Improvement (Z61)	02/28/13	\$121.00
Brian Miller	2257 CAMBRIDGE DR	Closed Account, Refund Overpayment	03/12/13	\$20.42
Caselle, Inc.	47438	Contract Support March 2013	02/01/13	\$725.00
Caselle, Inc.	48037	Contract Support April 2013	03/01/13	\$725.00
Chris Steele	Feb-13	Expense Report Feb 2013	03/01/13	\$600.00
Collen Westfall	3755 SAILBOAT DR	Closed Account, Refund Overpayment	03/12/13	\$32.37
David & Diana Rivas	2289 HAMPSHIRE DR	Closed Account, Refund Overpayment	03/11/13	\$10.53
Executive Leadership	3/11/2013	Team Development	03/11/13	\$480.00
Freedom Mailing Service, Inc	22078	Water Bill Processing	02/19/13	\$1,069.81
Mark Simon	Feb-13	Expense Report Feb 2013	03/01/13	\$500.00
Mega Path	4243037	Monthly VOIP charges	02/21/13	\$1,366.55
Nicole Chaloner	608 MERRITT CT	Closed Account, Refund Overpayment	03/12/13	\$61.66
Odyssey Landscape Co, Inc.	36038416	Monthly Maintenance (Z35,57,61)	02/20/13	\$7,397.53
Office Depot	644597846001	Office Supplies	02/08/13	\$41.62
Office Depot	645308055001	Community Center-Office Supplies	02/14/13	\$89.36
Ray Tetreault	Feb-13	Expense Report Feb 2013	03/01/13	\$500.00
Ricoh Americas Corporation	5025275034	Photocopier Service 01/21/13-02/20/13	02/27/13	\$154.59
Ronnie Woods	918 NATOMA CT	Closed Account, Refund Overpayment	03/12/13	\$41.92
SDRMA	12524	Ancillary Benefits March 2013	02/22/13	\$487.64
SDRMA	12584	Medical Benefits April 2013	03/05/13	\$1,902.84
Some Gave All	Feb-13	Expense Report Feb 2013	03/01/13	\$600.00
U.S. Bank Corporate Payment System	4246044555703473/02	Travel & Meetings	02/25/13	\$210.29
U.S. Bank Corporate Payment System	4246044555703473/02	Company Sponsored Events-Annual Workshop	02/25/13	\$60.60
U.S. Bank Corporate Payment System	4246044555703473/02	Telephone-General	02/25/13	\$631.19
U.S. Bank Corporate Payment System	4246044555703473/02	Telecom-Networking	02/25/13	\$140.00
U.S. Bank Corporate Payment System	4246044555703473/02	Vehicle & Equipment Fuel	02/25/13	\$103.39
U.S. Bank Corporate Payment System	4246044555703473/02	Info System Maintenance	02/25/13	\$63.98
U.S. Bank Corporate Payment System	4246044555703473/02	Computer Equipment & Supplies	02/25/13	\$1,509.22
U.S. Bank Corporate Payment System	4246044555703473/02	Office Supplies	02/25/13	\$313.83
U.S. Bank Corporate Payment System	4246044555703473/02	Building Maintenance	02/25/13	\$27.85
U.S. Bank Corporate Payment System	4246044555703473/02	Misc. Service & Supplies	02/25/13	\$187.72
U.S. Bank Corporate Payment System	4246044555703473/02	Landscape Reimb-(Z57)	02/25/13	\$13.01
U.S. Bank Corporate Payment System	4246044555703473/02	Landscape Reimb-(Z35,57,61)	02/25/13	\$42.96
U.S. Bank Corporate Payment System	4246044555703473/02	Special Expense-Staff Meeting	02/25/13	\$34.49
United States Postal Services	Mar-13	Postage Due Account	03/07/13	\$100.00
Verizon Wireless	9700673533	Monthly Cell Bill Feb 2013	02/26/13	\$165.76
		Administration	Sub-Total	\$23,843.65
Water				
Ace Armature	3207	Spare Pump Motor	02/13/13	\$1,985.18
Brentwood Ace Hardware	808/022813	Bolts and Nuts	02/28/13	\$12.95
Cramer, Frank	Feb-13	Expense Report Jan 2013	02/27/13	\$17.40
Express Employment Professionals	12132521-1	Laborer Week Ending 02/10/13	02/13/13	\$230.27
Express Employment Professionals	12166322-3	Laborer Week Ending 02/17/13	02/20/13	\$287.84
Express Employment Professionals	12191828-8	Laborer Week Ending 02/24/13	02/27/13	\$287.84
Hach Company	8134042	Equipment for Monitoring Water and Waste Water	02/04/13	\$3,886.97
Herwit Engineering	13-02	Engineer Support	03/02/13	\$1,488.86
J.W. Backhoe & Construction, Inc.	1852	Concrete Work Edgeview Dr	02/12/13	\$6,292.81

J.W. Backhoe & Construction, Inc.	1856	Installation of PVC pipe	03/06/13	\$15,380.00
J.W. Backhoe & Construction, Inc.	1857	Asphalt Repair	03/05/13	\$15,641.12
Paul E. Vaz Trucking, Inc.	23925	Hauling & Material 02/21/13	02/28/13	\$1,160.09
Paul E. Vaz Trucking, Inc.	23926	Hauling 02/21/13	02/28/13	\$1,561.10
R & B Company	S1339942.001	Clamps	02/21/13	\$96.57
SDRMA	12524	Ancillary Benefits March 2013	02/22/13	\$12.32
U.S. Bank Corporate Payment System	4246044555703473/02	Telephone-General	02/25/13	\$187.38
U.S. Bank Corporate Payment System	4246044555703473/02	Telecom-Networking	02/25/13	\$28.00
U.S. Bank Corporate Payment System	4246044555703473/02	Vehicle & Equipment Fuel	02/25/13	\$459.82
U.S. Bank Corporate Payment System	4246044555703473/02	Automotive Supplies & Repairs	02/25/13	\$5.60
U.S. Bank Corporate Payment System	4246044555703473/02	Equipment Maintenance	02/25/13	\$226.22
U.S. Bank Corporate Payment System	4246044555703473/02	Misc. Small Tools	02/25/13	\$11.98
U.S. Bank Corporate Payment System	4246044555703473/02	Computer Software-Norton	02/25/13	\$30.37
U.S. Bank Corporate Payment System	4246044555703473/02	Office Supplies	02/25/13	\$17.52
Univar	SJ536294	Chemicals Delivered 02/13/13	02/13/13	\$284.59
Univar	SJ536295	Chemicals Delivered 02/13/13	02/13/13	\$284.59
Verizon Wireless	9700673533	Monthly Cell Bill Feb 2013	02/26/13	\$160.20
Watersavers Irrigation Inc.	I1258591	PVC Items	02/20/13	\$81.98
Watersavers Irrigation Inc.	I1258602	PVC Pipe	02/20/13	\$28.86

Water Sub-Total \$50,148.43

Wastewater

American Retrofit Systems	287	AC Unit at Newport lift Station	02/14/13	\$3,212.00
Cramer, Frank	Feb-13	Expense Report Jan 2013	02/27/13	\$26.11
Express Employment Professionals	12132521-1	Laborer Week Ending 02/10/13	02/13/13	\$345.41
Express Employment Professionals	12166322-3	Laborer Week Ending 02/17/13	02/20/13	\$431.76
Express Employment Professionals	12191828-8	Laborer Week Ending 02/24/13	02/27/13	\$431.76
Hach Company	8134042	Equipment for Monitoring Water and Waste Water	02/04/13	\$3,886.98
Herwit Engineering	13-02	Engineer Support	03/02/13	\$2,233.28
Herwit Engineering	13-02	SWWW Litigation Support	03/02/13	\$1,650.00
SDRMA	12524	Ancillary Benefits March 2013	02/22/13	\$9.31
Stantec Consulting Services Inc	663973	Final Edits to Master Plan	02/19/13	\$1,386.00
U.S. Bank Corporate Payment System	4246044555703473/02	Telephone-General	02/25/13	\$371.59
U.S. Bank Corporate Payment System	4246044555703473/02	Telecom-Networking	02/25/13	\$42.00
U.S. Bank Corporate Payment System	4246044555703473/02	Vehicle & Equipment Fuel	02/25/13	\$230.74
U.S. Bank Corporate Payment System	4246044555703473/02	Equipment Maintenance	02/25/13	\$339.34
U.S. Bank Corporate Payment System	4246044555703473/02	Misc. Small Tools	02/25/13	\$17.97
U.S. Bank Corporate Payment System	4246044555703473/02	Computer Software-Norton	02/25/13	\$45.57
U.S. Bank Corporate Payment System	4246044555703473/02	Office Supplies	02/25/13	\$26.29
Verizon Wireless	9700673533	Monthly Cell Bill Feb 2013	02/26/13	\$76.68

Wastewater Sub-Total \$14,762.79

Community Center

Kier & Wright Civil Engineers	96635	Survey & Lot Line Adjustment Community Center	02/28/13	\$1,385.29
Kier & Wright Civil Engineers	96741	Survey & Lot Line Adjustment Community Center	03/07/13	\$616.95

Community Center Sub-Total \$2,002.24

Grand Total \$90,757.11

Request For Authorization To Pay Invoices (RFA)
For the Meeting on March 20, 2013
Town of Discovery Bay, D.Bay L&L Park #8
For Fiscal Year's 7/12 - 6/13

<u>Vendor Name</u>	<u>Invoice Number</u>	<u>Description</u>	<u>Invoice Date</u>	<u>Amount</u>
Brentwood Ace Hardware	808/022813	Community Center-Paint	02/28/13	\$ 80.59
Brentwood Ace Hardware	808/022813	Community Center-Cleaning Supplies	02/28/13	\$ 221.02
Brentwood Ace Hardware	808/022813	Community Center-Maintenance Items	02/28/13	\$ 23.61
Brentwood Ace Hardware	808/022813	Community Center-Bathroom/Drain Repair	02/28/13	\$ 59.90
Brut Force Janitorial	3A	Community Center-Feb & March Weekly Cleaning	03/04/13	\$ 960.00
DIRECTV	19925941562	Community Center-Monthly Charge	03/02/13	\$ 149.38
Express Employment Professionals	12166322-3	Community Center-Club Assoc Week Ending 02/17/13	02/20/13	\$ 1,022.93
Express Employment Professionals	12191828-8	Community Center-Club Assoc Week Ending 02/24/13	02/27/13	\$ 1,438.03
Fitguard	66079	Community Center-Fitness Equip. Maintenance	02/27/13	\$ 149.00
Fitguard	66286	Community Center-Fitness Equip. Maintenance	02/28/13	\$ 359.00
J.W. Backhoe & Construction, Inc.	1857	Community Center-Parking Lot Repair	03/05/13	\$ 10,427.42
Linda Malley	1	Refund for Fitness Membership	03/12/13	\$ 25.00
Office Depot	644597846001	Community Center-Office Supplies	02/08/13	\$ 240.36
Office Depot	645308055001	Office Supplies	02/14/13	\$ 41.02
Sandra Ribar	02/27/13	Community Center-Class Instruction 02/13-02/27/13	02/27/13	\$ 455.00
Susan Emmett	2	Community Center-Class Instruction 02/19-02/26/13	02/26/13	\$ 140.00
Tammy Cruze	2/27/2013	Community Center-Class Instruction 02/13-02/27/13	03/12/13	\$ 280.00
Tammy Cruze	3/11/2013	Community Center-Class Instruction 03/02-03/11/13	03/11/13	\$ 280.00
Town of Discovery Bay CSD	4/8/1900	Community Center-Reimb for Music License	03/12/13	\$ 327.00
U.S. Bank Corporate Payment System	4246044555703473/02	Community Center-Improvements	02/25/13	\$ 113.28
U.S. Bank Corporate Payment System	4246044555703473/02	Travel & Meetings	02/25/13	\$ 336.14
U.S. Bank Corporate Payment System	4246044555703473/02	Telecom-Networking	02/25/13	\$ 35.00
U.S. Bank Corporate Payment System	4246044555703473/02	Vehicle & Equipment Fuel	02/25/13	\$ 385.47
U.S. Bank Corporate Payment System	4246044555703473/02	Community Center-Computer Programs & Security	02/25/13	\$ 858.99
U.S. Bank Corporate Payment System	4246044555703473/02	Community Center-Cleaning Supplies	02/25/13	\$ 35.48
U.S. Bank Corporate Payment System	4246044555703473/02	Office Expense	02/25/13	\$ 103.04
U.S. Bank Corporate Payment System	4246044555703473/02	Community Center-Restroom Supplies	02/25/13	\$ 104.07
U.S. Bank Corporate Payment System	4246044555703473/02	Grounds Maintenance	02/25/13	\$ 145.34
U.S. Bank Corporate Payment System	4246044555703473/02	Community Center-Building Maintenance	02/25/13	\$ 2,803.46
U.S. Bank Corporate Payment System	4246044555703473/02	Community Center-Office Equipment	02/25/13	\$ 719.68
U.S. Bank Corporate Payment System	4246044555703473/02	Community Center-Computer Equip	02/25/13	\$ 3,140.84
U.S. Bank Corporate Payment System	4246044555703473/02	Community Center-Bench Repair	02/25/13	\$ 62.63
Verizon Wireless	9700673533	Monthly Cell Bill Feb 2013	02/26/13	\$ 79.54
Total				\$25,602.22

Request For Authorization To Pay Invoices (RFA)
For the Meeting on March 20, 2013
Town of Discovery Bay, D.Bay L&L Park #9 (Ravenswood)
For Fiscal Year's 7/12 - 6/13

<u>Vendor Name</u>	<u>Invoice Number</u>	<u>Description</u>	<u>Invoice Date</u>	<u>Amount</u>
Odyssey Landscape Co, Inc.	36038416	Monthly Maintenance	02/20/13	\$2,827.22
U.S. Bank Corporate Payment System	4246044555703473/02	Telephone-General	02/25/13	\$7.58
U.S. Bank Corporate Payment System	4246044555703473/02	Telecom-Networking	02/25/13	\$35.00
U.S. Bank Corporate Payment System	4246044555703473/02	Vehicle & Equipment Fuel	02/25/13	\$145.44
U.S. Bank Corporate Payment System	4246044555703473/02	Maintenance of Equipment	02/25/13	\$54.13
U.S. Bank Corporate Payment System	4246044555703473/02	Grounds Maintenance	02/25/13	\$82.51
Verizon Wireless	9700673533	Monthly Cell Bill Feb 2013	02/26/13	\$53.03
			Total	\$3,204.91



Town of Discovery Bay

"A Community Services District"

AGENDA REPORT

Meeting Date

March 20, 2013

Prepared By: Fairin Perez, Parks & Landscape Manager
Submitted By: Rick Howard, General Manager

Agenda Title

Approve Purchase of 17 Solar Pathway Lights for the Cornell Park Solar Lighting Project

Recommended Action

Approve the purchase of 17 Solar Pathway Light Units for the Cornell Park Solar Lighting Project in the amount of \$53,404.55 and authorize the General Manager to execute all contract documents

Executive Summary

The Cornell Park Lighting Upgrade Project was approved by the Board of Directors as a part of the FY 2012/2013 Discovery Bay Lighting and Landscape Zone 8 Operating and Capital Budget. Construction Documents were completed and released for bid on March 6, 2013. The bid request excludes the purchase of the Solar Pathway Light Units; as significant savings can be realized by purchasing the units direct from the manufacturer.

These units are specified to match the existing units already successfully installed at Ravenswood Park. Sol is the manufacturer of the units and we are able to purchase direct. There are no other sources for the specified solar light units.

The total approved project amount is \$110,000.00. Engineer estimates for the Construction portion of the project are approximately \$52,000.00. Design and engineering costs on the project totaled \$7,663.00. Final project budget is estimated at \$109,925.72.

Please note that the purchase amount requested for the Cornell Park Lighting Upgrade Project is for 16 lights at a cost of \$50,262.72. Included as a part of this purchase is an additional one light unit to be placed at the District offices and will not be billed to the Cornell Park Project. The building reserve fund will cover the cost of the light as one was removed during the Handicap Ramp Construction Project.

Fiscal Impact:

Amount Requested: \$53,404.55 (Zone 8, 4834 - \$50,262.72)
(Building Reserve Fund - \$3,141.42)

Sufficient Funds: Yes

Previous Relevant Board Actions for This Item

Approval of the FY 2012/13 Discovery Bay Lighting and Landscape Zone 8 Operating and Capital Budget
Approval of Design Contract to Gates and Associates (Cornell Park) - September 5, 2012

Attachments

Sol Quotation, dated March 11, 2013

AGENDA ITEM: F-1



Reliable. Renewable. Remarkable.
 3210 S.W. 42nd Avenue
 Palm City, Florida 34990, USA

Quotation

Tel: (772) 286-9461
 Fax: (772) 872-5321

Project Name: Cornell Park
 Date: March 11, 2013

Account: Town of Discovery Bay
 Representative: Scott Douglas
 Based on Zip: 94505

Qty	Description	Qty	Price
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18 17	SOL GreenWay™ Solar Lighting System (Unit Price: \$2,902) GYZ-1GA5E20-G1H-1B-S2		\$52,233 \$53,404.55
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w/Tax: \$3,141.42

Powder Coat: Bronze
 Luminaire: Ascot Type V
 Battery Box: Locking High
 System Load: 20W
 Battery Storage: 100 Ah
 PV Load: 90W
 Tilt: 45°
 Arm: N/A
 EPA: 8.3 ft² (0.8 m²)
 Weight: 171.8 lbs (77.9 kg)
 Options: Panel Pan
 Motion Sensor

Cornell (16) \$50,262.72
 District office (1) \$3141.83

Controller Settings
 (AS20-Q1-044002-MS)

Mode: Split Night w/ Dim
 Nights of backup: 5
 Hrs after Dark: 4
 Hrs before Dawn: 2
 Dim level: 40

Pole

Overall Length: 24 ft (7.3m)
 Max. Wind: 150 mph (241.5 kmh)
 Max EPA: 16 ft² (1.5 m²)
 Max Weight: 90 lbs (40.8 kg)
 Material: Aluminum
 Finish: Bronze
 Installation: Embedded

Solar Outdoor Lighting Total Price **\$52,233**

Sales tax is not included.
 Freight to contiguous 48 states and ports included.
 Lead Time is 6-8 weeks after release for shipment.
 Quote valid for 60 days.

Comments

Terms and Conditions of Sale: (Rev 030810)

Quotations and Orders

1. Quotation is in USD unless otherwise indicated and is based on information provided to SOL Inc. at time of quotation, i.e. location, application, operating profile, etc., and is the responsibility of purchaser to confirm that said information is accurate.
2. Orders are not considered accepted until Purchaser receives a written order confirmation from SOL Inc. Prices are firm for orders released to production within 90 days from issue date of quotation.
3. Unless otherwise noted, pricing is FOB Palm City, Florida USA with title to goods and risk of loss passing to Purchaser immediately upon shipment from SOL Inc.'s facility, and is exclusive of transportation, duties, VAT, sales tax, inspection fees, storage fees, or any other levies required by Local, State, Federal or Country law or regulations.
4. Unless otherwise noted, orders are considered to be released immediately to production; however, Purchaser may indicate on their purchase order that they require submittal drawings be sent out and returned to SOL Inc marked "Approved" or "Approved as Noted" prior to release to production. SOL Inc may also, at its sole discretion, require the Purchaser be sent submittal drawings that must be returned "Approved" or "Approved as Noted" before order is released to production. If submittals drawings are sent out by SOL Inc, all lead times will start from date the signed and approved submittal documentation is received.
5. Any submittals returned marked "Approved as Noted" or "Revise and Resubmit" may result in a pricing change which in turn will require either a Change Order or revised Purchase Order be sent to SOL Inc. before order is released to production or new submittal drawings are generated.
6. Unless otherwise noted, pricing is on current design, materials, and production methods. Solar lighting systems intended to match either an existing system or a previous project where the system(s) has shipped more than one (1) year previously that were not identified as such at time of quotation may be subject to a price increase not to exceed 20%.

Payment

7. Payment is to be made in USD per the price and terms of the quotation and unless otherwise noted is 50% due at time of order and 50% due prior to shipment. Credit terms may be available to US-based purchasers based upon previous business transactions with SOL Inc and/or approval upon review of a completed credit application.
8. In the event a purchaser who has been afforded credit fails to pay in accordance within the stated payment terms, or if SOL Inc. has reasonable doubt regarding Purchaser's credit worthiness, SOL Inc will immediately: a. refuse to make any further deliveries except against cash payments, and/or terminate any contract with regard to future deliveries, and b. file the appropriate lien(s) against the purchaser 9. Purchaser shall not be entitled to withhold payment of any invoice by reason of any right of set-off or counter-claim.

Cancellation and Returns

10. Cancellation charges of 15% or \$1500 (whichever is greater) will apply to orders cancelled in writing after 48 hours of either: a. Purchaser transmitting an order to SOL Inc, or b. receipt of submittal drawings marked "Approved or "Approved as Noted" for orders where submittal drawings were provided to Purchaser
11. Only standard items unopened and in their original packaging may be returned for credit. A minimum re-inspection and restocking fee of 25% shall apply, with credit being issued only after receipt and inspection of the returned items has been completed. Custom items, modified versions of standard items, or special finishes (i.e. not bronze, green, white, or black) are not returnable.
12. All returns for any reason must include a Returned Merchandise Authorization (RMA) number which is issued by SOL Inc. Shipping charges from Purchaser's location to SOL Inc. are the responsibility of Purchaser. SOL Inc. assumes no responsibility for any returns received without an associated RMA number.

Freight and Delivery

13. Purchaser must make arrangements to properly receive, and if necessary, store the goods. If Purchaser refuses or fails to take delivery of the goods, they shall still be deemed to have been delivered and SOL Inc. shall be entitled to arrange storage either at its own premises or elsewhere on Purchaser's behalf and at Purchaser's risk and expense, subject to Item 14. Below.
14. Any transportation, unloading, reloading, storage or other fees incurred by SOL Inc. as a result of Purchaser's inability to take delivery of goods for any reason shall be the responsibility of the purchaser and shall be charged back to Purchaser at actual cost (inclusive of legal expenses) plus 18%, and shall be due immediately.
15. Delivery from SOL Inc. is to be in a single shipment unless otherwise noted on the Purchase Order. Poles may be shipped separately direct from supplier if supplier is other than SOL Inc.
16. Shipping lead times provided by Sol Inc at time of quotation and subsequently at order confirmation are based on many factors, some of which are out of the direct control of SOL Inc and as such are subject to change. Under no circumstances shall SOL Inc be held liable for consequential or other direct or indirect damages or loss suffered by Purchaser as a result of SOL Inc's inability to meet the expected shipping lead times stated, nor for any delays which occur during transportation.
17. Shipments must be checked upon arrival for shortages or damages in transit, with any reports of shortages or shipping damages needing to be communicated in writing to SOL Inc within five (5) business days of receipt of goods.

Performance and Substitutions

18. Goods shall perform per standard product or specification sheets and/or indicated on Submittal Drawings (if provided). No additional performance guarantees apply, unless supplied by SOL Inc. (in writing), specific to this Purchase Order. System sizing and information is based on original information provided by Purchaser to SOL Inc.

19. SOL Inc reserves the right to substitute items, components, etc. that are materially equal in performance to those ordered and/or shown on Submittal Drawings (if provided).

Poles and Installation

20. Poles provided by SOL Inc. as part of this system shall meet all wind load, weight and EPA requirements based on the information provided to SOL Inc; however, SOL Inc. assumes no liability for conformance to any state, local, or unpublished building or other codes, or for poles provided by others, unless said liability was purchased as a separate line item and indicated as such on the Purchase Order.

21. Poles provided by SOL Inc. includes all hardware required to mount the PV panel rack to the pole (tenon), the battery enclosure and fixture to the pole, and the pole to the base (if applicable). Poles provided by others will require a tenon (size as specified by SOL Inc.) and hardware to attach the pole to the base (if applicable), and may require different hardware to mount the battery enclosure and fixture to the pole than what SOL Inc. supplies, all of which shall be the sole responsibility of the purchaser.

22. Installation is NOT included and shall be the responsibility of the purchaser unless otherwise noted. Purchaser assumes sole responsibility for determining the location where poles are to be installed and to ensure that there are no issues with regard to shading, underground wiring, sewage lines, etc.

23. Unless SOL Inc. Factory Commissioning was purchased or otherwise noted in writing, SOL Inc. shall bear no responsibility for unsatisfactory system performance due to site-specific variables such as shading, local air quality/environmental concerns, etc. even when specific site information has been provided to SOL Inc.

Warranty

24. SOL Inc. warrants to Purchaser that at the time of delivery, the goods sold hereunder will substantially conform to the product description and be free of defects in workmanship and material based on SOL Inc's Order Acknowledgement and current Warranty Statement. SOL Inc.'s liability and Purchaser's remedy under SOL Inc's warranty is limited to the replacement of any defective item, but under no circumstance shall exceed the purchase price of the goods. Other warranties may be available for an additional cost with additional coverage and/or labor allowance included.

25. Warranty specifically excludes any goods which have been (1) subjected to misuse, neglect or accident; (2) altered or tampered with; (3) employed for a non-approved purpose; (4) deployed in an abnormal or inconsistent manner from SOL Inc's written and verbal instructions; (5) installed or operated with advice, electrical components or systems not supplied by SOL Inc. without prior written approval.

26. Purchaser is responsible for any and all costs involved to service and/or replace defective goods including labor and rental of equipment.

Miscellaneous

27. No modifications to any terms contained herein shall be allowed unless confirmed in writing by an officer of SOL Inc.

28. SOL Inc. will not accept any back charges, non-payments or liquidated damages for any reason.

29. Goods will be invoiced immediately upon shipment.

30. Purchaser shall reimburse SOL Inc. for all costs and expenses (including legal costs) incurred in the defense of SOL Inc's rights as outlined and defined in this document. Additionally, SOL Inc. will be entitled to recover interest on all overdue payments for goods shipped at the highest interest rate allowed by law.



Town of Discovery Bay

"A Community Services District"

AGENDA REPORT

Meeting Date

March 20, 2013

Prepared By: Rick Howard, General Manager
Submitted By: Rick Howard, General Manager *RH*

Agenda Title

Approve and Adopt Resolution 2013-06 Adopting Town of Discovery Bay Vehicle Use Policy

Recommended Action

Adopt Resolution 2013-06 Approving the Town of Discovery Bay Vehicle Use Policy

Executive Summary

On February 20, 2013 staff presented a model Vehicle Use Policy for staff use of vehicles. At that meeting, the Board discussed the policy and requested that the Policy return for final Board action.

The Town of Discovery Bay owns and operates a fleet of vehicles and equipment that are necessary to carry out the business and service delivery functions of the Town.

While there is a travel and reimbursement policy in place dealing with employees and members of the board who travel on official business, there is not a policy in place that covers the day-to-day driving of employees who are assigned a vehicle for their daily work duties. The draft Vehicle Use Policy proposes to establish a set of guidelines that protects the Town, and the employee.

The draft policy is a "model" policy that was obtained from a large joint powers insurance pool comprised of public agencies throughout the State of California, and is provided to their member agencies for adaptation to a particular agency's needs. Staff has modified the policy in order to meet the needs of the Town of Discovery Bay.

There have been two suggested changes; the first in Section V(A)(1)(b) on page 3 of 11 and Section VII (H) on page 5 of 11. The first change severely restricts and limits the ability of a staff member assigned a vehicle and that does not live in Discovery Bay to have to alter offsite meetings, supply schedules, and emergency call outs. This change will occasionally result in business inefficiencies and increased mileage charges to the District. The second change prohibits smoking in any District owned vehicle or rented vehicle while that rental vehicle is being used on District Business. Changes to the document are indicated by either underline (new language) or ~~strikeout~~ (old language).

Staff recommends that the Board consider approving the proposed Vehicle Use Policy by Resolution.

Fiscal Impact:

Amount Requested \$ N/A
Sufficient Budgeted Funds Available?: (If no, see attached fiscal analysis)
Prog/Fund # Category: Pers. Optg. Cap. -or- CIP# Fund#

Previous Relevant Board Actions for This Item

Attachments

Vehicle Use Policy
Resolution No. 2013-06

AGENDA ITEM: F-2



Town of Discovery Bay
"A Community Services District"
VEHICLE USE POLICY

VEHICLE USAGE POLICY

I. PURPOSE

This policy establishes procedures regarding the effective and economical usage of Town of Discovery Bay owned and privately owned vehicles operated during the course of District business. Use of District owned vehicles shall be relied upon as the primary means of vehicle usage, as it provides the greatest control over operating costs, usage, maintenance, inspection, and insurance.

II. AUTHORITY

This has been approved by the District for use in matters regarding the use of all vehicles operated during the course of District business. This policy does not apply to commercial motor vehicles.

III. ASSIGNMENT OF RESPONSIBILITY

- A. The General Manager, or Designee, shall maintain a list of all employees who may be required to drive District owned or privately owned vehicles on District business. The General Manager shall also be responsible for overseeing the implementation of necessary driver training programs and ensuring that employees who require such training are in attendance.
- B. The General Manager shall coordinate all required training and maintain related records. Additionally, the General Manager shall ensure that evidence of insurance and driver's license information are maintained in each employee's file. The General Manager shall also receive and record Department of Motor Vehicles Pull Notice reports, and act accordingly if additional training is necessary.
- C. The General Manager shall review all accidents to determine whether an accident was preventable or non-preventable, and to make any necessary disciplinary recommendations.
- D. Supervisors shall routinely monitor the driving of each employee during the course of performing the employee's job-related driving responsibilities. Supervisors shall also perform necessary accident reporting requirements as stated in Section X.
- E. All District employees shall promptly provide insurance and driver license information when notified that their job duties include driving either a District owned or privately owned vehicle. Employees are to comply with all training and other reporting requirements of this policy.

IV. DEFINITIONS

- A. Preventable Accident: the vehicle operator failed to do everything reasonably possible to prevent the accident.
- B. Non-Preventable Accident: the vehicle operator did everything reasonably possible to prevent the accident.
- C. District Owned Vehicle: any vehicle owned by the District, and assigned on a shared, designated, or permanent basis.
- D. Privately Owned Vehicle: any personally owned vehicle used by an employee, whether owned by the employee or not.
- E. Vehicle Operator: any employee who is either operating a District owned vehicle or is operating a personally owned vehicle on District business.

- F. District Business: activities that require the use of a vehicle and are authorized by the employee's supervisor. In the use of personal vehicles, District business also means that the operator is being reimbursed for mileage expenses according to Internal Revenue Service guidelines and the District's Travel Reimbursement Policy.

V. VEHICLE TYPES AND USE

A. Use of District Owned Vehicles

1. District owned vehicles fall into the following three categories, and have restrictions based upon type and use:
 - a. Vehicles that are kept overnight at District facilities, and are assigned for use on a shared or designated basis during the course of daily District business. Personal use is expressly prohibited.
 - b. Vehicles that are assigned to managers on a permanent basis, and used for daily commuting to and from the District. According to the Internal Revenue Service, commuting to and from work and any other incidental personal usage is not considered official use, and shall be reported as taxable income. Employees authorized under this section are expressly prohibited from using the assigned vehicle solely for personal use. Employees may make reasonable, but limited personal use stops before and after assigned work shifts while traveling to and from work. ~~This section applies only if the employee lives within a fifteen (15) mile radius of the Town of Discovery Bay. If the employee lives outside of a fifteen (15) mile radius, the employee is strictly prohibited from commute travel. Only employees who live in the Town of Discovery Bay and are assigned a District owned vehicle shall be allowed take the assigned vehicle home on a daily basis. Exceptions may be made on a case by case basis and with the prior approval of the General Manager.~~
 - c. Vehicles that are designed for emergency or on-call use, and authorized for use to and from work in order to respond on a 24-hour basis. Employees authorized to operate emergency or on-call vehicles may make reasonable, but limited stops before and after assigned work shifts while traveling to and from work.
2. Only District employees are authorized to operate District owned vehicles. For purposes of this section, members of the Board of Director's are not considered District Employees.
3. District owned vehicles are for transporting only those employees whose duties require the use of a motor vehicle, and such other persons whose business activities are important to District interests.
4. Under no circumstances shall family members or friends be transported in District owned vehicles, including those that are authorized for use commuting to and from the District or designated for emergency or on-call use. Limited exceptions may be authorized in writing by the General Manager on a case by case basis.
5. Employees who have a District owned vehicle permanently assigned to them and/or District owned vehicles assigned for use within their department are responsible for ensuring that only those persons with a valid driver's license and on official District business are allowed the use of the District owned vehicle.

B. Use of Privately Owned Vehicles

There are times in which the use of an employee's personal vehicle is preferable because either a District owned vehicle is not available or because the use of a privately owned vehicle is deemed more efficient. When such is the case, the following shall be applied:

1. An employee may use his/her privately owned vehicle when the employee has transportation needs for District business and upon written authorization by his/her supervisor.
2. Employees who regularly use their own privately owned vehicles on District business must notify their insurance company of such use.
3. It is the responsibility of the individual utilizing his/her privately owned vehicle to maintain accurate records of the purpose and extent of his/her travel, and to make substantiated claims for reimbursement per the District's reimbursement policy. The vehicle and/or mileage allowance is intended to cover the employee's cost of operating the vehicle on District business, including the cost of insurance. Further, all operating expenses of the privately owned vehicles are to be borne by the employee. This includes, but is not limited to, gasoline, oil, maintenance, wear and tear, depreciation and insurance. The acceptable methods of verifying mileage reimbursements shall be noted for each point-to-point trip segment. To calculate these distances the use of Yahoo! Maps, MapQuest, or Google Maps.
4. The District is not liable for any damage to an employee's privately owned vehicle, unless caused by the District's negligence (employee's negligence excepted). It is the responsibility of the employee operating the vehicle to notify his/her immediate supervisor, the Department of Motor Vehicles, and the employee's insurance company in the case of any accident. If an employee is responsible for an accident either while driving a District owned or personally owned vehicle, his/her own automobile insurance premiums may be increased.

VI. DRIVER TRAINING

Those employees who drive District owned vehicles are required to complete a defensive driver training course. Consideration should also be given to other employees who are regularly using privately owned vehicles as part of their essential job functions.

- A. New employees shall complete a defensive driver training at the first available course date after the commencement of employment. Instruction shall also be provided to make certain that such employees are familiar with this policy.
- B. Current employees who change assignments to include driving a District owned vehicle are similarly required to complete the provisions as stated in this section.
- C. All employees who are required to participate in defensive driver training shall be required to repeat such training at least once every three years.

VII. GENERAL GUIDELINES

- A. Employees shall obey all Federal, State and local laws while operating either District owned pool or privately owned vehicles on official District business.
- B. It is the responsibility of the employee operating either a District owned or privately owned vehicle to ensure that all persons in the vehicle use seat belts and have them properly adjusted before starting the engine of the vehicle.
- C. When cargo, materials or tools are being transported, the vehicle operator is responsible for assuring that all items are properly secured.
- D. No person shall be allowed to ride on running boards, fenders, hoods, tailgates, beds or other locations on a vehicle not designed or approved by the vehicle manufacturer for passenger seating.
- E. Any injuries sustained by the vehicle operator or other employees while operating a vehicle on District business shall be covered by workers' compensation.

- F. When the vehicle operator is determined to be involved in a preventable accident, the employee's manager shall recommend disciplinary action subject to review and approval by the General Manager.
- G. Alcoholic beverages and drugs shall not be transported or placed in any District owned pool or privately owned vehicle.
- H. At no time shall smoking be allowed in any District owned vehicle or rental vehicle while that rental vehicle is being used on District Business.
- I. Any employee who operates a District owned vehicle, regardless of frequency, is responsible for the proper care and operation of that vehicle.
 - 1. Before operating the vehicle and at least once a day, the employee shall check to make certain that all vehicle safety equipment including headlights, turn signals, brake lights and windshield washers are functioning properly.
 - 2. Any vehicle damage beyond normal wear and tear or that includes defects affecting the safe operation of the vehicle must be documented and reported to the employee's supervisor for scheduling of repairs.
 - 3. No employee shall operate a District owned vehicle found to be in an unsafe condition.

VIII. USE OF ELECTRONIC DEVICES

Employees shall refrain from operating cellular telephones, laptop computers, navigational devices and any other device that may cause vehicle operator distraction while operating a District owned or privately owned vehicle in the course of conducting District business. Employees shall make every attempt to properly park their vehicle or use a hands-free device when using such equipment.

IX. RENTAL VEHICLES

When it is necessary for a District employee to use a rental vehicle for District business, the employee shall utilize every reasonable effort to obtain the lowest possible rate for the time of use. Optional loss damage coverage should be purchased from the rental agency at the time the vehicle is rented.

X. ACCIDENT REPORTING REQUIREMENTS

Any accident involving a District owned vehicle, rented or leased vehicle or privately owned vehicle used in the performance of District duties shall be reported as follows:

- A. The vehicle operator shall summon medical care for any injured parties.
- B. The vehicle operator shall notify appropriate law enforcement agencies.
- C. The vehicle operator shall collect information about the other parties involved by completing the "Accident Kit" located in the District owned vehicle's glove box or obtained from the general Manager, or Designee.
- D. The vehicle operator shall notify his/her supervisor. The supervisor shall be responsible for initiating the departmental investigation of the accident, completing all required District reports and recommend action to the General Manager.
- E. The supervisor shall notify the General Manager.
- F. The vehicle operator must report the accident to the DMV if more than \$750 in damage was done to the property of any person or District, or anyone was injured (no matter how slightly) or killed. The report must be filed, whether the vehicle operator caused the accident or not and even if the accident occurred on private property. The report must be made on the California Traffic Accident Report, form SR 1, and must be made within ten days of the accident. If the report is not filed with the DMV, the vehicle operator's driving privilege will be suspended. The police or California Highway Patrol will not file this report.

XI. INSURANCE

Proof of insurance is required before any privately owned vehicle can be authorized for District business, and shall be provided to the General Manager, or Designee annually thereafter, no later than thirty (30) days after the policy renewal date.

A. Insurance Requirements

- 1.** Employees who receive a monthly vehicle allowance shall maintain coverage in an amount not less than \$100,000 per person/ \$300,000 per occurrence (or a combined single limit of \$300,000) and property damage coverage in an amount not less than \$100,000 per occurrence.
- 2.** Employees that do not receive a monthly vehicle allowance and are authorized to use privately owned vehicles on District business shall maintain minimum coverage in an amount not less than \$50,000 per person/\$100,000 per occurrence (or a combined single limit of \$100,000) and property damage coverage in an amount not less than \$50,000 per occurrence.

B. California Insurance Code §11580.9 states that where two or more policies affording valid and collectible liability insurance apply to the same motor vehicle in an occurrence out of which a liability loss shall arise, it shall be conclusively presumed that the insurance afforded by that policy in which the motor vehicle is described or rated as an owned vehicle is primary and the insurance afforded by any other policy shall be excess.

C. The District shall not be responsible for any increase in the employee's automobile insurance premium as a result of an accident.

D. In the event of an accident, the employee is responsible for paying any deductibles the insurance company may require.

E. If insurance coverage is canceled, terminated, lapsed, or for any other reason curtailed, the immediate supervisor must be notified by the employee and the vehicle shall not be used for District service.

F. When an employee operating a District owned vehicle is involved in an accident, defense and settlement of any claim shall be the responsibility of the Special District Risk Management Agency (SDRMA), to the maximum protection limit. If an employee operating a District owned vehicle is sued independently as a result of an at-fault accident, the SDRMA may provide coverage to that employee if the accident qualifies as a covered occurrence.

G. Should an employee using his/her privately owned vehicle on District business be involved in an accident with resulting injury or property damage, the employee's own insurance carrier shall respond to defend the employee. Should a claim exceed the limits of the employee's liability insurance coverage, the SDRMA liability protection program would respond in an excess capacity if the accident qualifies as a covered occurrence.

XII. DRIVER'S LICENSE

A. All District employees authorized to use District owned or privately owned vehicles on District business must possess a valid California driver's license and provide proof of licensing upon hire.

B. All District employees must maintain a driver's license appropriate for the class of vehicle to be driven.

C. An employee whose driver's license is suspended or revoked for any reason must notify their supervisor no later than the first workday following suspension or revocation of their driver's license. Such employee shall not be allowed to operate any District owned or privately owned vehicles on District business.

- D. Employees who possess temporary driving permits or hardship licenses shall not be permitted to operate District or privately owned vehicles in the performance of official District duties.

XIII. REVIEW OF DRIVING RECORD

- A. The District shall enroll employees that operate District owned or privately owned vehicles on District business in the Department of Motor Vehicles (DMV) Pull Notice Program. When a vehicle operator has received a violation, the DMV assigns points according to the type of violation, and automatically sends notification to the District.
- B. In compliance with Vehicle Code Section 1808.47, all information received from the DMV shall be used solely for the intended purpose, and kept in locked storage. Under no circumstances shall addresses or other information be given to a third party.
- C. An employee who has an accumulation of four or more points in a 12 month period or six in a 24 month period or eight in a 36 month period may have District driving privileges suspended at the discretion of the General Manager.
- D. Any employee involved in a preventable collision or demonstrating questionable driving capabilities shall be required to attend remedial training in defensive driving. An employee may be regarded as having questionable capabilities based on a review of points assigned to him/her by the DMV in connection with citations and/or vehicular accidents.
- E. Employees involved in additional preventable accidents or have a disqualifying action taken against their driver's license shall be subject to disciplinary action, the severity of which will be determined by the nature of the offense and the employee's past driving and disciplinary action records.
- F. An employee who has been determined to be involved in two or more preventable accidents within a 36 month period while operating a District owned or privately owned vehicle in the performance of official District business shall be subject to disciplinary action up to and including suspension of District driving privileges, or termination.
- G. Any conviction resulting from driving while under the influence of drugs or alcohol (DUI) or refusal to submit to a lawful roadside sobriety test shall result in disciplinary action up to and including suspension of District driving privileges.
- H. Intentional abuse, moving violations, reckless operation, or negligent actions while operating any vehicle may result in the suspension of the employee's driving privileges, and is grounds for further disciplinary action.
- I. Temporary or permanent suspension of District driving privileges for employees whose position requires operation of a vehicle shall be considered a loss of the ability to perform an essential job function.
- J. If an employee has District driving privileges suspended, the District shall attempt to arrange for the employee to perform the essential functions of the job. If such accommodation is not possible or creates an unreasonable hardship for the District or coworkers, loss of District driving privileges shall be considered just cause for reassignment to a position that does not require operation of a vehicle at a pay rate commensurate with that position. If no such position is open, the employee may be terminated.

XIV. ACKNOWLEDGEMENT

Upon receipt of this policy, each employee shall sign a form acknowledging that he/she is aware of this policy, including the legal issues arising out of the use of his/her privately owned vehicle on District business.

XV. REFERENCES

Vehicle Code Sections 464, 1808.47, 12810, 16056, 27315
Insurance Code §11580.9

EMPLOYEE ACKNOWLEDGEMENT OF VEHICLE USAGE POLICY

This is to acknowledge that I have received a copy of the Town of Discovery Bay's Vehicle Usage Policy and that I have read the policy and understand my rights and obligations under the Policy.

I understand that this Policy represents only current policies, procedures, rights and obligations and does not create a contract of employment. Regardless of what the Policy states or provides, the District retains the right to add, change or delete provisions of the Policy and all other working terms and conditions without obtaining another person's consent or agreement.

My signature below further signifies that I have read this Policy and that I accept and will abide by all of its provisions.

PRINT FULL NAME _____

SIGNED _____

DATE _____

(RETAIN IN EMPLOYEE PERSONNEL FILE)



**TOWN OF DISCOVERY BAY
COMMUNITY SERVICES DISTRICT**

RESOLUTION 2013-06

**A RESOLUTION OF THE BOARD OF DIRECTORS
OF THE TOWN OF DISCOVERY BAY,
A CALIFORNIA COMMUNITY SERVICES DISTRICT,
VEHICLE USE POLICY**

WHEREAS, Town of Discovery Bay Community Services District does not have a Vehicle Use Policy; and,

WHEREAS, It is necessary to adopt a Vehicle Use Policy; and,

WHEREAS, a new Vehicle Use Policy for the District has been created.

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE TOWN OF DISCOVERY BAY COMMUNITY SERVICES DISTRICT DOES HEREBY RESOLVE AS FOLLOWS:

SECTION 1. That the Vehicle Use Policy for the District is made a part of this Resolution.

SECTION 2. The Board Secretary shall certify the adoption of this Resolution.

PASSED, APPROVED AND ADOPTED THIS 20TH DAY OF MARCH, 2013.

Ray Tetreault
Board President

I hereby certify that the foregoing Resolution was duly adopted by the Board of Directors of the Town of Discovery Bay Community Services District at a regularly scheduled meeting, held on March 20, 2013 by the following vote of the Board:

AYES:
NOES:
ABSENT:
ABSTAIN:

Richard J. Howard
Board Secretary



Town of Discovery Bay

"A Community Services District"

AGENDA REPORT

Meeting Date

March 20, 2013

Prepared By: Gregory Harris, of HERWIT, District Engineer
Submitted By: Rick Howard, General Manager

RH

Agenda Title

Purchase of Grinder for the Belt Press Installation Project

Recommended Action

That the Board: (1) authorize the purchase of Grinder for the Belt Press installation project from Misco Water in the amount of \$22,655.97; (2) Authorize the General Manager to execute all contract documents

Executive Summary

The Solids Improvements Phase 1 and Phase 2 are adopted and approved Capital Improvement Projects that are included in the FY 2012-13 Capital Improvement Program budget. These projects are included with the projects that received long term financing. Installation of a third belt press is part of these projects. The Purchase of a third belt press was previously approved by the Board in September, 2012. The Belt press is due to arrive in April 2013. Project design is nearing completion and installation of the third belt press will go to bid on March 15, 2013. The grinder is the one remaining piece of equipment that must be purchased in order that it is onsite when needed during construction.

Staff recommends that the grinder equipment be purchased at this time. The grinder matches the model of grinder installed on the last project. The vendor is maintaining the same price for the equipment as was provided when the Belt Press No. 2 Project was competitively bid January of 2012.

It should be noted that this items is a "sole source" bid to match the existing grinder and to receive the equipment in time for timely project construction. The ability to have one manufacturer for consistency and efficiency is desirable.

Fiscal Impact:

Amount Requested: \$22,655.97

Sufficient Budgeted Funds Available?: Yes (If no, see attached fiscal analysis)

Prog/Fund # Category: Pers. Optg. Cap. X -or- CIP# Fund#

Previous Relevant Board Actions for This Item

Adoption of FY 2012-13 CIP and Approval of Capital Financed projects

Attachments:

Vendor Proposal

AGENDA ITEM: F-3

Gregory Harris

From: Sandy Clarke [sclarke@miscowater.com]
Sent: Tuesday, March 12, 2013 4:42 PM
To: 'Gregory Harris'
Cc: David Ban; 'Virgil Koehne'
Subject: RE: In-Line Grinder For Discovery Bay
Attachments: JWC Quote #15769.pdf

Gregory,

On behalf of David Ban, attached is quote #15769 for a duplicate Muffin Monster, model 30004T-1204-DI. We will honor the last years price for the equipment which includes freight and one day start up (which is required by JWC) and sales tax.

Breakdown is as follows:

DESCRIPTION	PRICE
Model 30004T-1204-DI	\$19,482.00
Sales Tax @ 8.5%	\$1,655.97
Freight	\$518.00
Start-up	\$1,000.00
Order Total	\$22,655.97

We have not quoted a lead time that includes submittals for approval, as we will use the previous approved submittals and O&M's for this grinder. Delivery, once the purchase order is approved by JWC is 3-4 weeks.

When ready to issue a purchase order, please address as follows:

MISCOwater
5976 W. Las Positas Blvd., #226
Pleasanton, CA 94588

Please let me know if you have any questions.

Regards,
Sandy Clarke
MISCOwater
(925) 225-1900, phone
(925) 225-9200, fax

From: Gregory Harris <Gharris@herwit.com>
To: David Ban
Cc: 'Virgil Koehne' <vkoehne@todb.ca.gov>
Sent: Fri Mar 08 09:47:59 2013
Subject: In-Line Grinder For Discovery Bay

David,



Quote # 15769

JWC Environmental
290 Paularino
Costa Mesa, CA 92626 USA
Fax: 714.242.0240

Page: 1

Please address Purchase Orders to:
JWC Environmental
290 Paularino
Costa Mesa, CA 92626
Fax: 714.242.0240

To The Bidding Contractor Rep Phone Misco - Pacific
925-225-1900

We thank you for your inquiry and are pleased to quote pricing and delivery on the equipment listed below. This quotation is subject to terms and conditions listed on the JWC Environmental "Terms and Conditions" page, and any comments and exception listed below.

Project Discovery Bay, CA Bid Date 03/12/2013
Quote Date 03/12/2013 FOB Origin
Submittals Record only Expire Date 05/13/2013
Ship Equipment 4 weeks after approval/release Terms Net 30 Days
Consulting Engineer
Spec. Section 11334

LINE ITEMS

Line No	Qty	Part/Description
1	1	30004T-1204-DI Muffin Monster Model 30004T-1204-DI Muffin Monster grinder suitable for up to 400 gpm in a 4" dia. pipeline (refer to JWC Environmental flow curves for additional performance data). Scope of supply to include: * Grinder with 12" cutter stack using 11-tooth cam cutters in 8620 alloy steel, cartridge-style tungsten carbide mechanical seals with BUNA-N elastomers rated for 90 psi, green epoxy-coated ductile iron one piece flanged body with 4 inch dia. pipe flanges, 29:1 speed reducer and 5 hp TEFC 230/460v/3ph/60Hz electric motor
2	1	CONTROLLER ASSEMBLY PC2220 motor controller in a NEMA 4X FRP enclosure accepting 460v/3ph/60Hz input power, includes IEC starter with over-current protection, jam-sensing current transformer and micro-PLC, with* Standard Local-Off/reset-Remote switch Standard Run & Fail contacts Grinder Remote status contact Extra Run Contact
3	4	O&M MANUALS HARD COPY
4	1	1 LOT SPARE PARTS (1) Set of fuses (5) Cutters (5) Spacers (1) gasket kit (3) LED pilot lights
5	1	FREIGHT OUT

Price \$ 21,000.00

Clarification

1. See attached flow curve & general arrangement drawing.
2. See attached standard JWC Terms and Conditions of Purchase.
3. Standard one year warranty is included.
4. One (1) day of start-up supervision by a factory-authorized representative is included.



Quote #

15769

JWC Environmental
290 Paularino
Costa Mesa, CA 92626 USA
Fax: 714.242.0240

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Exclusions

Unless specifically stated above, this quotation does not include installation, bonds, sales taxes, use taxes, disconnect switches, anchor bolts, hydraulic fluid, mounting frames, guide rails, field wiring, spare parts, or special tools.



**JWC ENVIRONMENTAL TERMS AND
CONDITIONS OF SALE**

Unless otherwise specifically agreed to in writing by the buyer ("Buyer") of the products and or related services purchased hereunder (the "Products") and JWC Environmental (the "Seller"), the sale of the Products is made only upon the following terms and conditions. Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is conditioned on Buyer's assent to these terms. Seller rejects all additional, conditional and different terms in Buyer's form or documents.

PAYMENT TERMS

Subject to any contrary terms set forth in our price quotation, order acceptance or invoice the full net amount of each invoice is due and payable in cash within 30 days from the date of the invoice. If any payment is not received within such 30-day period, Buyer shall pay Seller the lesser of 1 1/2% per month or the maximum legal rate on all amounts not received by the due date of the invoice, from the 31st day after the date of invoice until said invoice and charges are paid in full. Unless Sellers documents provide otherwise, freight, storage, insurance and all taxes, duties or other governmental charges related to the Products shall be paid by the Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller for said charges. In all cases, regardless of partial payment, title to the Products shall remain the Sellers until payment for the Products has been made in full. All orders are subject to credit approval by Seller. All offers by Seller and/or acceptance of Buyer's order shall be nullified by any failure of Buyer to obtain credit approval. Furthermore, Buyer shall not assert any claim against Seller due to Buyer's inability to obtain credit approval. Irrevocable Letter of Credit from Buyer in form and term acceptable to Seller is required for Product orders delivered outside the United States of America

DELIVERY

Unless otherwise provided in our price quotation, delivery of the Products shall be made F.O.B. place of manufacture. Any shipment, delivery, installation or service dates quoted by the Seller are estimated and the Seller shall be obligated only to use reasonable efforts to meet such dates. The Seller shall in no event be liable for any delays in delivery or failure to give notice of delay or for any other failure to perform hereunder due to causes beyond the reasonable control of the Seller. Such causes shall include, but not be limited to, acts of God, the elements, acts or omissions of manufacturers or suppliers of the Products or parts thereof, acts or omissions of Buyer or civil and military authorities, fires, labor disputes or any other inability to obtain the Products, parts thereof, or necessary power, labor, materials or supplies. The Seller will be entitled to refuse to make, or to delay, any shipments of the Products if Buyer shall fail to pay when due any amount owed by it to the Seller, whether under this or any other contract between the Seller and Buyer. Any claims for shortages must be made to the Company in writing within five calendar days from the delivery date and disposition of the claim is solely subject to Sellers determination

PRICES

Prices of the Seller's Products are subject to change without notice. Quotations are conditioned upon acceptance within 30 days unless otherwise stated and are subject to correction for errors and/or omissions. Prices include charges for regular packaging but, unless expressly stated, do not include charges for special requirements of government or other purchaser. Prices are subject to adjustment should Buyer place an order past the validity period of the quotation or delay delivery of Products beyond the quoted lead time for any reason.

RETURNS

No Products may be returned for cash. No Product may be returned for credit after delivery to Buyer without Buyer first receiving written permission from the Seller. Buyer must make a request for return of Product in writing to Seller at its place of business in Costa Mesa, California. A return material authorization number must be issued by the Seller to the Buyer before a Product may be returned. Permission to return Product to Seller by Buyer is solely and exclusively the Sellers. Product must be returned to Seller at Buyers expense, including packaging, insurance, transportation and any governmental fees. Any credit for Product returned to Seller shall be subject to the inspection of and acceptance of the Product by the Seller and is at the sole discretion of the Seller.

LIMITED WARRANTY

Subject to the terms and conditions hereof, the Seller warrants until one year after commissioning (written notification to Seller by Buyer required) of the Product or until 18 months after delivery of such Product to Buyer, whichever is earlier, that each Product will be free of defects in material and workmanship. If (a) the Seller receives written notification of such defect during the warranty period and the defective Products use is discontinued promptly upon discovery of alleged defect, and (b) if the owner ("Owner") forwards the Product to the Seller's nearest service/repair facility, transportation and related insurance charges prepaid. The Seller will cause any Products whose defect is covered under this warranty to either be replaced or be repaired at no cost to the Owner. The foregoing warranty does not cover repairs required due to repair or alteration other than by the Seller's personnel, accident, neglect, misuse, transportation or causes other than ordinary use and maintenance in accordance with the Seller's instructions and specifications. In addition, the foregoing warranty does not cover any Products, or components thereof, which are not directly manufactured by the Seller. To the extent a warranty for repair or replacement of such Products or components not manufactured directly by the Seller is available to Buyer under agreements of the Seller with its vendors; the Seller will make such warranties available to Buyer. Costs of transportation of any covered defective item to and from the nearest service/repair center and related insurance will be paid or reimbursed by Buyer. Any replaced Products will become the property of the Seller. Any replacement Products will be warranted only for any remaining term of the original limited warranty period and not beyond that term.

DISCLAIMER OF WARRANTIES AND LIMITATIONS OF LIABILITIES

THE SELLER'S FOREGOING LIMITED WARRANTY IS THE EXCLUSIVE AND ONLY WARRANTY WITH RESPECT TO THE PRODUCTS AND SHALL BE IN LIEU OF ALL OTHER WARRANTIES (OTHER THAN THE WARRANTY OF TITLE), EXPRESS, STATUTORY OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY STATEMENTS MADE BY EMPLOYEES, AGENTS OF THE SELLER OR OTHERS REGARDING THE PRODUCTS. THE OBLIGATIONS OF THE SELLER UNDER THE FOREGOING WARRANTY SHALL BE FULLY SATISFIED BY THE REPAIR OR THE REPLACEMENT OF THE DEFECTIVE PRODUCT OR PART, AS PROVIDED ABOVE. IN NO EVENT SHALL THE SELLER BE LIABLE FOR LOST PROFITS OR OTHER SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, EVEN IF THE SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL LIABILITY OF THE SELLER TO BUYER AND OTHERS ARISING FROM ANY CAUSE WHATSOEVER IN CONNECTION WITH BUYER'S PURCHASE, USE AND DISPOSITION OF ANY PRODUCT COVERED HEREBY SHALL, UNDER NO CIRCUMSTANCES, EXCEED THE PURCHASE PRICE PAID FOR THE PRODUCT BY BUYER. NO ACTION, REGARDLESS OF FORM, ARISING FROM THIS AGREEMENT OR BASED UPON BUYER'S PURCHASE, USE OR DISPOSITION OF THE PRODUCTS MAY BE BROUGHT BY EITHER PARTY MORE THAN ONE YEAR AFTER THE CAUSE OF ACTION ACCRUES, EXCEPT THAT ANY CAUSE OF ACTION FOR THE NONPAYMENT OF THE PURCHASE PRICE MAY BE BROUGHT AT ANY TIME

The remedies provided to Buyer pursuant to the limited warranty, disclaimer of warranties and limitations of liabilities, described herein are the sole and exclusive remedies.

Unless specifically agreed to in writing by the Seller, no charges may be made to the Seller by Buyer or any third party employed by buyer for removing, installing or modifying any Product.

The Seller and its representatives may furnish, at no additional expense, data and engineering services relating to the application, installation, maintenance or use of the Products by Buyer. The Seller will not be responsible for, and does not assume any liability whatsoever for, damages of any kind sustained either directly or indirectly by any person through the adoption or use of such data or engineering services in whole or in part.

CONFIDENTIAL INFORMATION

Except with the Seller's prior written consent, Buyer shall not use, duplicate or disclose any confidential proprietary information delivered or disclosed by the Seller to Buyer for any purpose other than for operation or maintenance of the Products.

CANCELLATION AND DEFAULT

Absolutely no credit will be allowed for any change or cancellation of an order for Products by Buyer after fabrication of the Products to fill Buyer's order has been commenced. If Buyer shall default in paying for any Products purchased hereunder, Buyer shall be responsible for all reasonable costs and expenses, including (without limitation) attorney's fees incurred by the Seller in collecting any sums owed by Buyer. All rights and remedies to the Seller hereunder or under applicable laws are cumulative and none of them shall be exclusive of any other right to remedy. No failure by the Seller to enforce any right or remedy hereunder shall be deemed to be a waiver of such right or remedy, unless a written waiver is signed by an authorized management employee of the Seller and the Seller's waiver of a breach of this agreement by Buyer shall not be deemed to be a waiver of any other breach of the same or any other provision.

CHANGES IN PRODUCTS

Changes may be made in materials, designs and specifications of the Products without notice. The Seller shall not incur any obligation to furnish or install any such changes or modifications on Products previously ordered by, or sold to, Buyer.

APPLICABLE LAW, RESOLUTION OF DISPUTES AND SEVERABILITY

This agreement is entered into in Costa Mesa, California. This agreement and performance by the parties hereunder shall be construed in accordance with, and governed by, the laws of the State of California. Any claim or dispute arising from or based upon this agreement or the Products which form its subject matter shall be resolved by binding arbitration before the American Arbitration Association in Los Angeles, California, pursuant to the Commercial Arbitration Rules, excepting only that each of the parties shall be entitled to take no more than two depositions, and serve no more than 30 interrogatories, 10 requests for admissions and 20 individual requests for production of documents, such discovery to be served pursuant to the California Code of Civil Procedure. Any award made by the arbitrator may be entered as a final judgment, in any court having jurisdiction to do so. If any provision of this agreement shall be held by a court of competent jurisdiction or an arbitrator to be unenforceable to any extent, that provision shall be enforced to the full extent permitted by law and the remaining provisions shall remain in full force and effect.

ASSIGNMENT

This agreement shall be binding upon the parties and their respective successors and assigns. However, except for rights expressly provided to subsequent Owners of the Products under "Limited Warranty" above, any assignment of this agreement or any rights hereunder by Buyer shall be void without the Company's written consent first obtained. Any exercise of rights by an Owner other than Buyer shall be subject to all of the limitations on liability and other related terms and conditions set forth in this agreement.

EXCLUSIVE TERMS AND CONDITIONS



JWC Environmental
290 Paularino
Costa Mesa, CA 92626 USA
Fax: 714.242.0240

Quote # 15769

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The terms and conditions of this agreement may be changed or modified only by an instrument in writing signed by an authorized management employee of the Seller. This instrument, together with any amendment or supplement hereto specifically agreed to in writing by an authorized management employee of the Seller, contains the entire and the only agreement between the parties with respect to the sale of the Products covered hereby and supersedes any alleged related representation, promise or condition not specifically incorporated herein.

SELLER'S PRODUCTS ARE OFFERED FOR SALE AND SOLD ONLY ON THE TERMS AND CONDITIONS CONTAINED HEREIN. NOTWITHSTANDING ANY DIFFERENT OR ADDITIONAL TERMS OR CONDITIONS CONTAINED IN BUYER'S SEPARATE PURCHASE ORDERS OR OTHER ORAL OR WRITTEN COMMUNICATION, BUYER'S ORDER IS OR SHALL BE ACCEPTED BY THE COMPANY ONLY ON THE CONDITION THAT BUYER ACCEPTS AND CONSENTS TO THE TERMS AND CONDITIONS CONTAINED HEREIN. IN THE ABSENCE OF BUYER'S ACCEPTANCE OF THE TERMS AND CONDITIONS CONTAINED HEREIN THE SELLER'S COMMENCEMENT OF PERFORMANCE AND/OR DELIVERY OF THE PRODUCTS, OR THE SELLER'S STATEMENT OF ACKNOWLEDGMENT OF THE RECEIPT OF BUYER'S PURCHASE ORDER, SHALL BE FOR BUYER'S CONVENIENCE ONLY AND SHALL NOT BE DEEMED OR CONSTRUED TO BE ACCEPTANCE OF BUYER'S DIFFERING TERMS OR CONDITIONS, OR ANY OF THEM. ANY DIFFERENT OR ADDITIONAL TERMS ARE HEREBY REJECTED UNLESS SPECIFICALLY AGREED UPON IN WRITING BY AN AUTHORIZED MANAGEMENT EMPLOYEE OF THE SELLER. IF A CONTRACT IS NOT EARLIER FORMED BY MUTUAL AGREEMENT IN WRITING, BUYER'S ACCEPTANCE OF ANY PRODUCTS COVERED HEREBY SHALL BE DEEMED ACCEPTANCE OF ALL OF THE TERMS AND CONDITIONS STATED HEREIN. THE SELLER'S FAILURE TO OBJECT TO PROVISIONS INCONSISTENT HERewith CONTAINED IN ANY COMMUNICATION FROM BUYER SHALL NOT BE DEEMED A WAIVER OF THE PROVISIONS CONTAINED HEREIN. =

F360JWCE0107



Town of Discovery Bay

"A Community Services District"

AGENDA REPORT

Meeting Date

March 20, 2013

Prepared By: Rick Howard, General Manager
Submitted By: Rick Howard, General Manager *RH*

Agenda Title

Authorize Water and Wastewater Rate Studies for the periods FY 2013/14 through FY 2016/17 with Bartle Wells Associates in an amount not to exceed \$33,125.00

Recommended Action

Approve contract with Bartle Wells Associates to conduct the necessary Water and Wastewater Rate Studies for the periods FY 2013/14 through FY 2016/17 in an amount not to exceed \$33,125.00 and authorize the General Manager to execute all contract documents

Executive Summary

In FY 2011/12, the District entered into a contract with Hornberger Engineering to conduct a two year water and wastewater rate studies. Gary Hornberger, principal with Hornberger Engineering retired shortly after the last study was concluded. Consequently, it is necessary to engage a new firm to perform the rate study.

It should be noted that Bartle Wells Associates, through an RFP process, was selected to conduct the recently completed Capacity Fee Study.

Each time the District considers raising water and sewer rates beyond CPI limits, a Water and Wastewater Rate Study must be performed pursuant to the requirements of Proposition 218.

The proposed Rate Study will include the development of customer and expense projections for each of the four year period from FY 2013/14 through FY 2016/17, including the preparation of separate water and wastewater rate structures for the four year period. The study will encompass both metered and non-metered rates that comply with the requirements of Proposition 218. A copy of the Scope of Work is attached.

The budget for this project is \$35,000.00.

Fiscal Impact:

Amount Requested \$33,125.00

Sufficient Budgeted Funds Available?: Yes (If no, see attached fiscal analysis)

Prog/Fund # Category: Pers. Optg. 7210 Cap. -or- CIP# Fund#

Previous Relevant Board Actions for This Item

Rate Studies have been performed in previous years

Attachments

Bartle Wells Associates Scope of Work

AGENDA ITEM: F-4



BARTLE WELLS ASSOCIATES
INDEPENDENT PUBLIC FINANCE ADVISORS

1889 Alcatraz Avenue
Berkeley, CA 94703
T: 510-653-3399
www.bartlewells.com

December 11, 2012

Rick Howard, General Manager
Town of Discovery Bay Community Services District
1800 Willow Lake Road
Discovery Bay, CA 94505

Subject: Proposal to Conduct a Water and Sewer Rate Study

Bartle Wells Associates is pleased to submit this proposal to conduct a four year water and sewer rate study for the Town of Discovery Bay Community Services District. As part of the rate study, we will include a financial plan for the District's utility enterprises. This financial plan will project operating and capital revenues, expenses and the District's capital improvement projects with the incorporation of the new capacity fees. The result will be an easy-to-understand rate study report and easy-to-use financial model in MS Excel that can provide recommendations for a variety of scenarios.

BWA specializes in utility rates and financing programs and has developed over 2,500 utility rate studies and long-range financing plans for more than 500 California municipal utility agencies. Our experience with all manner of tiered rates, conservation rates, and drought rate structures is without peer and we have provided expert, independent rate analysis across the state for the past 47 years. We have a well-earned reputation for providing our clients with straightforward, practical advice and have a strong track record of building consensus for our final recommendations.

BWA is owned and managed by its principal consultants, all of whom are Certified Independent Public Finance Advisors. The firm provides expertise in the area of public works financing with an experienced professional staff whose education and backgrounds include finance, civil and environmental engineering, public administration and policy, business, accounting and economics. We are very familiar with the requirements state law places on the development of rates and charges and we closely monitor the latest Proposition 218 developments.

We propose to assign Tom Gaffney, as project manager and principal-in-charge for this project. He will be assisted by Alison Lechowicz, a financial analyst with our firm. Tom has over 35 years of experience as a financial consultant and is an expert in working with community groups and citizen's advisory committees. Tom and Alison have assisted many other agencies similar to the District, including the Selma-Kingsburg-Fowler County Sanitation District, Marina Coast Water District and the City of Vacaville. Resumes for Tom and Alison are included in this proposal.

Our proposal includes a firm overview, including organizational structure and qualifications, staff resumes, experiences and references, a project approach with a proposed scope of work, and a preliminary schedule. We are flexible with regard to modifying the scope of services to meet your needs. The scope, fee, and schedule included in this proposal are drafts and we will be happy to sit down with you to refine them as necessary to meet your objectives and expectations.

We appreciate the opportunity to assist the District on this assignment and are prepared to begin work immediately. Please contact me at 510.653.3399 extension 106 or by email at tgaffney@bartlewells.com if you have any questions or would like any additional information.

Sincerely,

BARTLE WELLS ASSOCIATES

A handwritten signature in cursive script that reads "Thomas E. Gaffney". The signature is written in black ink and is positioned below the company name.

Thomas E. Gaffney, PE, CIPFA
Principal

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Business Qualifications



BARTLE WELLS ASSOCIATES

Bartle Wells Associates (BWA) is an independent financial advisor to public agencies with expertise in water and wastewater rates and finance. Our firm was established in 1964 and is owned and managed by its principal consultants. We have over 47 years of experience advising local governments on the complexities and challenges in public finance. We have advised over 500 public agency clients in the western United States and completed over 2,500 assignments. We have a diversity of abilities and experience to evaluate all types of financial issues faced by local governments and to recommend the best and most-practical solutions.

Bartle Wells Associates has a stable, well-qualified professional team. Our education and backgrounds include finance, civil engineering, business, public administration, public policy, and economics. The firm is owned and managed by its principal consultants who have been with the firm for many years.

BWA specializes in three professional services: utility rate and fee studies, financial plans, and project financing. We are the only independent financial advisor providing *all three* of these interrelated services to public agencies.

BWA Key Services

- *Financial Plans*
- *Rate & Fee Studies*
- *Project Financing*

RATE AND FEE STUDIES Our *rate studies* employ a cost-of-service approach and are designed to maintain the long-term financial health of a utility enterprise while being fair to all customers. We develop practical recommendations that are easy to implement and often phase in rate adjustments over time to minimize the impact on ratepayers. We also have extensive experience developing impact fees that equitably recover the costs of infrastructure required to serve new development. BWA has completed hundreds of water and wastewater rate and fee studies. We have helped communities implement a wide range of water and sewer rate structures and are knowledgeable about the legal requirements governing rates and impact fees including Proposition 218 and Government Code 66000. We develop clear, effective presentations and have represented public agencies at hundreds of public hearings to build consensus for our recommendations.



Our offices are located in Berkeley, in a circa 1900 Victorian Building.

FINANCIAL PLANS Our *financial plans* provide agencies with a flexible roadmap for funding long-term operating and capital needs. We evaluate the wide range of financing options available, develop a plan that recommends the best financing approach, and clearly identify the sources of revenue for funding projects and repaying any debt. We also help agencies develop prudent financial policies, such as fund reserve targets, to support sound financial management. BWA has developed over 2,000 water and wastewater enterprise financial plans to help public agencies fund their operating and capital programs, meet debt service requirements, and maintain long-term financial health.

PROJECT FINANCING Our *project financing* experience includes over 300 bond sales and numerous bank loans, lines of credit, and various state and federal grant and loan programs. We generally recommend issuing debt via a competitive sale process to achieve the lowest cost financing possible. To date, we have helped California agencies obtain over \$5 billion of bond financing, \$350 million in low-rate SRF loans and grants, and hundreds of millions in bank loans and lines of credit. We work only for public agencies; we are independent financial advisors and do not buy, trade, or resell bonds. Our work is concentrated on providing independent advice that enables our clients to finance their projects on the most favorable terms—lowest interest rates, smallest issue size, and greatest flexibility.

Bartle Wells Associates is a charter member of the **National Association of Independent Public Finance Advisors** (NAIPFA), which establishes strict criteria for independent advisory firms. All of our lead consultants are *Certified Independent Public Finance Advisors*.



Bartle Wells Associates is committed to providing value and the best advice to our clients. Our strength is *quality*—the quality of advice, service, and work we do for all our clients.

ORGANIZATION STRUCTURE, CAPACITY, & RESOURCES

Although we are a small business with eight employees, we are a leader among utility rate consulting firms in California since we specialize exclusively in utility rates and finance. The following outlines BWA's team-based approach to this project.

BWA typically assigns one principal and one financial analyst to each project. Having a small team streamlines the startup phase of a project. BWA does not have the difficulty of “filling in” additional consultants on the details of the project or the expectations of the client. The client benefits by meeting our consultants in-person and getting to know the project team. With BWA, there are no surprises on the project billings of other consultants in other offices working on the project without the client's knowledge or approval.

All Bartle Wells staff work out of a single office in Berkeley, California. We find that this arrangement is efficient and keeps our travel costs low. Having a small team in a single office also facilitates communication. Our project team works together, in-person, every day.

Business Contact Information

Bartle Wells Associates
1889 Alcatraz Ave., Berkeley, CA 94703
Telephone: 510.653.3399
Fax: 510.653.3769
Website: www.bartlewells.com

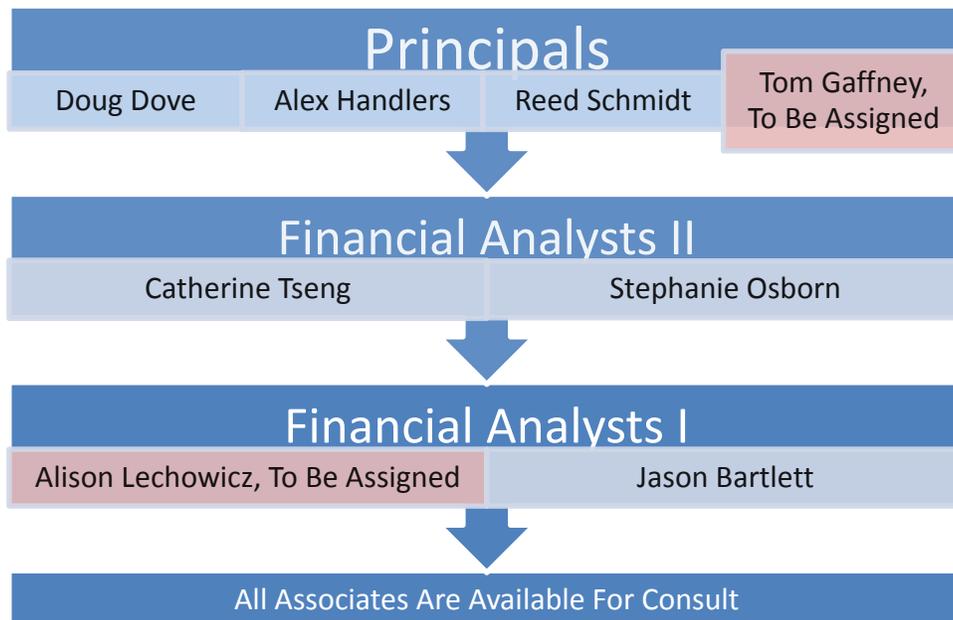
Bartle Wells Associates was established in 1964 and is a California Corporation and certified State of California Small Business. The Federal ID number is 94-1664409. BWA is also a certified Small, Local, Emerging Business by Alameda County; certification number 03-90344.

PROJECT TEAM & STAFFING

BWA proposes to assign Tom Gaffney as project manager and principal-in-charge for this engagement. Tom will be assisted by Alison Lechowicz, a financial analyst. Because BWA is a small firm, we can pool our entire staff resources to assist the project team if ever needed. Please see below for a description of our staff and an organizational chart of our firm.

Professional Staff			Years With BWA	Years of Professional Experience
Name	Title	Academic Background		
Thomas E. Gaffney*	Principal Consultant	Engineering & Finance	35	36
Reed V. Schmidt*	Principal Consultant	Utility Economics	21	32
Douglas R. Dove*	Principal Consultant	Civil Engineering	21	22
Alex Handlers*	Principal Consultant	Public Administration	11	18
Stephanie Osborn*	Financial Analyst	Business Administration	7	9
Catherine Tseng*	Financial Analyst	Urban Planning	5	7
Alison Lechowicz	Financial Analyst	Public Administration	3	5
Jason Bartlett	Financial Analyst	Engineering & Public Policy	1	3

*Certified Independent Public Finance Advisor, and professional member of the National Association of Independent Public Finance Advisors



Our greatest resource is our experience. We have completed numerous rate and financing studies for regional agencies over the years, and we are currently performing financial studies with the Cities of Benicia and Dixon and Yolo County. In the past we have also conducted financing studies for the City of Woodland, City of Vacaville, San Francisco Public Utilities Commission, City of Petaluma and many other regional agencies. We are very familiar with the struggles facing Bay Area and Delta water agencies. Our experience and knowledge will inform the development of our fee structure alternatives.

Tom and Alison have been selected for this project based upon their experience and expertise with the water utility needs of the Bay Delta’s regional area and past work with the District. Based upon the District’s needs, we propose to assign Tom and Alison to the following task subject areas:

Tom Gaffney Project Lead	Alison Lechowicz Project Analyst
Primary consultant on all tasks Focus on: <ul style="list-style-type: none">• Policy and Legal Requirements• Rate Structure Alternatives• Financial Goals and Targets• Final Report• Presentations	Analytical support on all tasks Focus on: <ul style="list-style-type: none">• Data Collection• Rate Model• Cash Flow Projection• Customer Bill Impacts• Draft and Final Reports

Tom will oversee all work, be the District’s day-to-day contact person and lead all workshops with the District Board and staff. Alison will provide project support, in-depth analysis and work closely with Tom and District staff to develop recommendations. Other BWA staff members are available to assist the project team if ever needed.

Tom and Alison’s résumés are presented in Appendix A.

FINANCIAL STABILITY & LITIGATION

Bartle Wells Associates is owned and managed by its four principal consultants. During our 47 years in business we have consulted for over 500 agencies. Additionally, we have not been involved in litigation of any kind, since the inception of our company. Based on our experience, we are confident that we have the stability, credibility, and financial wherewithal to complete this project.

BARTLE WELLS ASSOCIATES' PROJECT MANAGEMENT

With our nearly 50 years of consulting experience, Bartle Wells recognizes that effective project management is a key element in delivering a successful project on time and within budget. The BWA Principal-in-charge begins each project by meeting with the client to review project goals, expectations, schedule, and key milestones. BWA works closely with its clients to keep them informed of the progress and findings of each study. Our findings and recommendations are never released to the public until the client has reviewed and approved them.

RELATED EXPERIENCE & REFERENCES

Over the past five years, Bartle Wells Associates has conducted over 200 utility rate and fee studies including development of numerous water, wastewater, and solid waste rate studies, long-term utility enterprise financial plans, capacity fee studies, and cost-of-service updates of miscellaneous fees and charges. We have extensive, directly-applicable experience developing similar studies for a wide range of California cities, counties, special districts, and joint powers authorities.

The following examples include descriptions of assignments which are comparable to Discovery Bay. References are listed for each agency. Additional references for other agencies are available upon request.

Novato Sanitary District

Since 1966 BWA has served as financial consultant to the District on many projects. Our assignments have included a growth-responsive financing plan funded from District reserves and increases in connection and user charges. We have also assisted the District with the sale of bonds and notes. After the passage of Proposition 46 (restoring public agencies' ability to issue general obligation bonds), we assisted with a mailed-ballot election, which authorized bonds by a majority of over 80 percent. More recently we completed a reserve policy study in 2002, a capital financing plan in 2005 and a revenue program to secure a State Revolving Fund loan in 2006.

In 2007, BWA completed a comprehensive sewer service charge analysis to update the District's fees, including the annual service charges, connection fees, and charges for special services such as plan checking and inspection. The study focused on developing a method to equitably allocate expenses to various customer classes including residential and commercial customers based on the annual cost of providing service.

The study recommended no modification to the residential rates. Residential charges include a baseline charge covering fixed costs, with adjustments for extremely high or low flows to account for the variable cost. For non-residential customers, BWA's analysis determined that building square footage was the most accurate way of allocating fixed costs for service and based the variable charge on both water usage and industry-standard strength factors.

Scope of Services

This section presents a scope of services for a Water and Sewer Rate Study for the District. For this project, Bartle Wells Associates will conduct a comprehensive review of the District's water and sewer rates and cash flow projection. Having recently completed the capacity fee study, we are very familiar with the District's facilities and capital improvement program. We expect to begin the rate study quickly after receiving the notice to proceed and can collect much of the customer billing data that we will need via an email request. Provided below is a draft scope of services for the Water and Sewer Rate Study.

TASK 1. UTILITY ENTERPRISE FINANCIAL PLANS

1. Develop Forecasts and Projections

Based on evaluation of the data assembled and input provided by staff and other members of the project team, prepare forecasts and projections to be used in the development of financial projections for the District's water and sewer utilities.

2. Establish Prudent Minimum Fund Reserve Targets

Evaluate the adequacy of the District's current enterprise fund reserves. Establish prudent minimum fund reserve targets based on the District's operating and capital funding projections and debt service covenant requirements.

3. Develop Cash Flow Projections

Develop cash flow projections showing the financial position of the District's water and sewer enterprises over the next four years. The cash flows will project fund balances, revenues, expenses, and debt service coverage, and will incorporate the forecasts developed with staff input, including funding needs for future repairs and replacements. After developing a base-case cash flow scenario, we can develop alternatives for additional evaluation such as capital project alternatives, project financing alternatives, the impacts of different levels of growth, and the impacts of various levels of water conservation, etc. During this phase, BWA will work closely with the project team to develop financial and rate projections under alternative scenarios. BWA typically recommends that rate increases be phased in over time to minimize the annual impact on ratepayers.

Task 1 Deliverables Include:

- Evaluation of financing alternatives for capital improvements and recommended financing approach or approaches
- Recommendation for minimum fund reserve targets
- 4-year financial projection and financial plan along with all supporting tables

TASK 2. UTILITY RATE STRUCTURE ALTERNATIVES

1. Review the District's Existing Utility Rate Structure

Review the District's existing utility rate structure, the June 2011 Rate Study, and discuss advantages and disadvantages compared to other rate approaches for each utility. Summarize and discuss finding with the District's project team.

2. Analyze Utility Consumption Data

Evaluate current and historical water use and sewer flow data to determine reasonable and conservative estimates of demand to use in developing rate options. Water use can fluctuate from year to year depending on various factors such as weather and local and conservation efforts. Ideally, we would prefer to analyze 3 years of utility billing data in order to determine slightly conservative demand projections.

Residential wastewater flows can be estimated based on historical metered water consumption during the wettest winter months (typically December through March), when customers typically use minimal to no water for landscape irrigation. Additionally, it may be worthwhile to evaluate wastewater influent flow data from the treatment plant and compare with billing records.

3. Identify Rate Structure Modifications & Alternatives

Identify alternative rate structures or modifications to the District's existing water and sewer rates designed to improve equity and/or better achieve District objectives. For each utility, discuss pros and cons of different rate structure options and their general impacts on different types of customers. Rate structure options will be refined as the study progresses based on input from the District's project team. Some potential rate structure modifications may include the following:

Water Rate Alternatives

- Review cost recovery from fixed rates and volume rates
- Evaluate a tiered water rate structure
- Potential modifications to ensure equity between residential and non-residential rates
- Potential modifications to ensure equity between metered and unmetered customers

Sewer Rate Alternatives

- Evaluate a volume rate component for residential customers, who currently pay fixed rates
- Reclassification of the District's non-residential sewer rates, such as into four commercial classes based on wastewater strength (e.g. low, standard, moderate, and high strength classes with examples of each)

4. Allocate Costs to Billing Parameters for Each Utility

For each utility, identify parameters for equitably allocating costs. Allocate revenue recovery targets identified in the financial plans to appropriate rate parameters to determine the underlying unit charges that will be used to calculate rates. Apply the underlying unit rates to the utility loading profiles of each customer class to ensure rate equity between different types of customer classes.

5. Develop Preliminary & Final Rate Recommendations

Based on the rate analyses and the financial plan update, develop draft rate recommendations. The recommendations can include a multi-year phase in of both overall rate increases and proposed rate structure adjustments. Review preliminary recommendations and key alternatives with the District's project team. Based on input received, develop final draft water and sewer rate recommendations.

Final rate recommendations will be designed to a) fund each utility's costs of providing service, b) be fair and equitable to all customers, c) provide a prudent balance of revenue stability, and d) comply with the substantive requirements of Prop. 218. Based on input from staff, develop a plan for implementing any rate structure modifications and/or rate adjustments.

6. Evaluate Rate Impacts on District Customers

Calculate the rate impacts of each rate alternative on a range of utility customers (e.g. different customer classes, customers with different levels of water or sewer use, etc.) Work with the project team to identify customer and usage profiles to use for calculating the rate impacts. Discuss additional rate structure adjustments that may reduce the impact on certain customers if warranted and/or requested by the project team.

7. Conduct a Regional Utility Rate Survey

Review and summarize water and sewer rates of other regional and/or comparable agencies. Summarize results in easily understandable tables and/or charts.

Task 2 Deliverables Include:

- Utility rate surveys
- Independent evaluation of existing utility rate structures
- Analysis of utility billing data
- Identification of rate alternatives and their impacts
- Meet with District to present findings, discuss alternatives, gain input, and develop preliminary rate structure recommendations

TASK 3. MEETINGS, PRESENTATIONS, REPORTS, & FINANCIAL MODEL

1. Meetings (4 meetings including 1 meetings with Staff and 2 Board Meetings and the Prop 218 Hearing)

Meet with the District's project team to present and present findings, discuss alternatives and their impacts, gain ongoing input, and develop and hone recommendations.

2. Prepare Draft & Final Reports & Present Findings

Submit a draft summary report for District review and feedback. The report will summarize key findings and recommendations and discuss key alternatives when applicable. Receive input on draft report from the District's project team. Prepare final reports incorporating input received.

3. Compliance with Proposition 218

BWA remains available to assist the District with drafting the Prop. 218 rate notice. BWA recommends the notice go beyond the minimum legal requirements and provide clear and concise explanation of the reasons for any rate adjustments. We have found that ratepayers are generally much more accepting of rate increases or rate structure modification when they understand the reasons underlying the changes.

4. District Board Workshops (2 Workshops and attendance at the Prop. 218 Rate Hearing)

Develop a PowerPoint presentation and present findings, recommendations, and alternatives to the District Board. Revise the PowerPoint presentation as needed and present final draft recommendations. The presentation will provide brief background and study objectives, make a clear case why rate increases are needed, describe the rate structure (and potentially key alternatives, show rate impacts on various customer profiles, present findings of the rate survey, and discuss related financial and policy recommendations. Board input will be incorporated into final recommendations and the final report. BWA will also attend the Prop. 218 Rate Hearing and provide a summary presentation.

5. Develop a User-Friendly Rate Model

Develop a simple and straightforward Excel-based financial and rate model to enable the District to evaluate financial scenarios and project future utility rates. The model will enable District staff to update financial information and key assumptions, and evaluate the impacts of various rate increase alternatives on fund reserves, debt service coverage ratios, and customer bills. BWA has developed numerous rate and financial models for utility enterprises. We have found that keeping a model as straightforward as possible, without unnecessary complexity, can increase the model's usability and improve effectiveness as an in-house planning tool.

Task 3 Deliverables Include:

- Draft and final reports summarizing key findings, alternatives, and recommendations
- PowerPoint presentation summarizing key findings, alternatives, and recommendations for Council Workshops
- Summary PowerPoint presentation for the Prop. 218 Rate Hearing
- User-friendly financial and rate models for each utility in Excel

Proposed Project Budget

The following table outlines an estimated breakdown of costs per task and hours allocated for both Tom and Alison. We will bill the project on a time and materials basis up to the not to exceed amount of \$33,125.

**Discovery Bay Community Services District
Water and Sewer Rate Study
Proposed Project Budget**

TASK	Estimated Hours	T. Gaffney @ \$225/hr	A. Lechowicz @ \$125/hr	Total Cost
1. UTILITY ENTERPRISE FINANCIAL PLANS				
1. Develop Forecasts & Projections	12	4	8	\$1,900
2. Establish Prudent Minimum Fund Reserve Targets	3	1	2	\$475
3. Develop Cash Flow Projections	16	4	12	\$2,400
Subtotal	31	9	22	\$4,775
2. UTILITY RATE STRUCTURE ALTERNATIVES				
1. Review Existing Utility Rate Structures	4	2	2	\$700
2. Analyze Utility Consumption Data	10	2	8	\$1,450
3. Identify Rate Structure Modifications & Alternatives	24	8	16	\$3,800
4. Allocate Costs to Billing Parameters for Each Utility	22	6	16	\$3,350
5. Develop Preliminary & Final Rate Recommendations	22	6	16	\$3,350
6. Evaluate Rate Impacts on Customers	12	4	8	\$1,900
7. Conduct a Regional Utility Rate Survey	10	2	8	\$1,450
Subtotal	94	28	66	\$14,550
3. MEETINGS, PRESENTATIONS, REPORTS, & FINANCIAL MODEL				
1. Project Team Meetings (1)	14	6	8	\$2,350
2. Prepare Draft & Final Reports	30	10	20	\$4,750
3. Compliance with Proposition 218	6	2	4	\$950
4. Council Workshops (2) and Prop 218 Hearing (1)	30	10	20	\$4,750
5. Develop Utility Rate Models		Included Above		
Subtotal	80	28	52	\$12,800
TOTAL ESTIMATED HOURS	205	65	140	\$32,125
ESTIMATED DIRECT EXPENSES				
Travel				\$800
Copies/binding/phone/fax/mail/miscellaneous				\$200
Subtotal Estimated Expenses				\$1,000
TOTAL PROJECT COSTS				\$33,125

Proposed Schedule

We are available to begin work after receiving a Notice to Proceed from the District. We fully expect to complete the study and to have new rates in place for the start of FY2013/14.

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Appendix A: Staff Résumés



Tom Gaffney, P.E., CIPFA
Principal Consultant

Thomas E. Gaffney is a principal consultant with BWA and has over 35 years of utility finance experience. He is an expert in developing rates, financing plans, connection and impact fee studies, institutional programs, contract negotiations and bond marketing. He has worked extensively developing wastewater revenue programs conforming to the State Water Resources Control Board's Revenue Program Guidelines. Tom is a recognized expert in California utility rate law and has provided expert witness testimony in numerous rate cases.

Education:

M.B.A., Finance, University of California, Berkeley
B.S., Civil Engineering, University of California, Berkeley

Certifications:

Certified Independent Public Finance Advisor (CIPFA)
Professional Civil Engineer, California, #19371

Recent Relevant Projects:

- **City of Fresno:** Sewer rate and fee analysis; support to Utility Advisory Commission (in-progress).
- **Marina Coast District:** Updated the District's water and sewer rates and capacity fees. Served as financial advisor for \$8 million line of credit and \$42 million COP issue.
- **Novato Sanitary District:** Wastewater rate and connection charge studies. Financing plan to finance \$125 million treatment plant upgrade with a combination of SRF loans, pay-as-you-go and bonds.
- **Napa Sanitation District:** Cost allocation study for capital improvement projects; wastewater rate study, connection fee analysis, reserve fund analysis.
- **City of Vacaville:** Water and wastewater rate studies and wastewater capital facilities financing plan. Developed wastewater connection charge.
- **Marina Coast Water District:** Prepared water and wastewater rate studies for the District and the former Fort Ord community.
- **City of Woodland:** Prepared water, wastewater, and storm drain rate studies. Developed a fully pay-as-you-go financing plan for each of the three City enterprises.
- **City of Petaluma:** Developed financing plan for \$125 million Ellis Creek wastewater treatment plant. Assisted with securing \$115 million of SRF loans and \$100 million line of credit.
- **City of Menlo Park:** Water rate study including new tiered rates. We developed a pass-through plan to allow rate adjustments without an additional Proposition 218 notification when Hetch Hetchy water supply costs are increased.
- **City of Fresno:** Prepared financial plan and rate study to finance \$600 million of wastewater facilities. Worked with citizen's Utility Advisory Board to secure approval of rate recommendations.
- **Selma-Kingsburg-Fowler CSD:** Prepared a Financial Policies and CIP Update for \$28 million of capital facilities. Recommended connection charges for the district and its member cities.

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Alison M. Lechowicz
Financial Analyst

Alison M. Lechowicz is a Financial Analyst II with Bartle Wells Associates. She works closely with public agencies, engineers, legal counsel, and other consultants to develop water and sewer rates and assessments, and long-term financial plans for utility enterprises.

Alison also helps agencies evaluate financing alternatives for public works projects, coordinates state and federal grant and loan applications, and evaluates bond refinancing opportunities. She has consulted for a range of public agencies throughout California and her background in public administration is helpful in understanding the California legislative and policy setting environment and in conducting analyses tailored to meet the needs of diverse communities. Alison is also responsible for the drafting of relevant reports and presentations.

Education:

M.P.A., Environmental Science and Policy, Columbia University

B.S., Conservation and Resource Studies, University of California, Berkeley

Recent Relevant Projects:

- **City of Cotati:** Water and wastewater rate study and capacity fee study.
- **City of Palmdale:** 3-year schedule of sewer collection system charges, evaluated customer sewerage generation rates as a method for apportioning costs to customer groups, developed multiyear financial plan, reviewed service charge ordinances.
- **City of Morgan Hill:** Water and sewer rate and impact fee studies, included sewer rates and impact fees to fund a \$40 million expansion of the regional sewage treatment plant.
- **Napa Berryessa Resort Improvement District:** Financing plan for \$11.1 million in water and sewer improvements, prepared application for USDA loan, prepared assessment district documents.
- **California City-County Street Light Association:** Expert witness on street light marginal cost, revenue allocation and rate design for the Association in PG&E, SCE, and SDG&E electric rate cases.
- **Tulare Irrigation District:** Financial advisor for the issuance of nearly \$10 million to fund capital improvements and purchase permanent water supply entitlements from the Central Valley Project.
- **Town of Apple Valley:** Evaluated the financial feasibility of the Town acquisition of a private water system using different valuation methods, estimated results of operations and net revenues under public ownership.
- **City of Williams:** Comprehensive impact fee study for water, sewer, fire, police and civic facilities.
- **City of Colusa:** Comprehensive impact fee study for water, sewer, fire, police and civic facilities.
- **City of Milpitas:** Water and sewer revenue requirements, evaluation of renewal and replacement reserves, financial master plan.
- **Sewerage Agency of Southern Marin:** Financial master plan, debt financing alternatives, design of private lateral replacement grant program for local homeowners.
- **Stege Sanitary District:** Sewer rate design, cash flow analysis, and financial master plan.
- **Tahoe-Truckee Sanitation Agency:** Policy review of assignment of costs to customer classes, revenue program review.
- **City of Colfax:** Affordability review of sewer rates, drafted policy statement summarizing affordability criteria used in state funding decisions.

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Appendix B: Pricing & Billing

BARTLE WELLS ASSOCIATES
BILLING RATE SCHEDULE 2012
Rates Effective 1/1/2012

Professional Services

Financial Analyst I	\$95 per hour
Financial Analyst II	\$125 per hour
Senior Financial Analyst	\$165 per hour
Senior Consultant	\$195 per hour
Principal Consultant	\$225 per hour

The professional time rates include all overhead and indirect costs. Bartle Wells Associates does not charge for secretarial support services and internal computer time. Expert witness, legal testimony or other special limited assignment will be billed at one and one-half times the consultant’s hourly rate.

The above rates will be in effect through completion of the rate study.

Direct Expenses

Subconsultants will be billed at cost plus ten percent. Word processing and computer-assisted services related to official statement production are charged as direct expenses at \$60 per hour. Other reimbursable direct expenses incurred on behalf of the agency will be billed at cost plus ten percent. These reimbursable costs include, but are not limited to:

- Travel, meals, lodging
- Long distance telephone and fax
- Printing and report binding
- Special statistical analysis
- Outside computer services
- Bond ratings
- Automobile mileage
- Messenger services and mailing costs
- Photocopying
- Graphic design and photography
- Special legal services
- Legal advertisements

Insurance

Bartle Wells Associates maintains insurance in the amounts and coverage as provided in the attached schedule of insurance. Additional or special insurance, licensing, or permit requirements beyond what is shown on the schedule of insurance are billed in addition to the contract amount.

Payment

Fees will be billed monthly for the preceding month, and will be payable within 30 days of the date of the invoice. A late charge of 1.0 percent per month may be applied to balances unpaid after 60 days.

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Appendix C: Availability & Fees

1. We are prepared to begin work upon your authorization to proceed.
 - The project will be completed by June 2013 or other mutually agreeable date preferred by the District.
 - The fee is based on a total of 4 trips to the District for meetings and/or presentations.
2. During the project development period, we will be available at all reasonable times and on reasonable notice for meetings and for consultation with the District, its staff, attorneys, consulting engineers, and others as necessary. Our proposal includes three meetings at the District.
3. Bartle Wells Associates will perform all work. Thomas E. Gaffney, one of our principals, will be placed in charge of the work, and will devote time and effort to the project as needed.
4. For services as requested by the District we will be reimbursed on a time and materials basis and payable as provided in our Billing Rate Schedule 2012.
5. Our fee will not exceed \$33,125 including direct expenses not exceeding \$1,000 without prior written authorization of the District.
6. In addition to the services provided under this proposal, the District may authorize BWA to perform additional services for which the District will compensate us based on consultants' hourly rates at the time the work is performed, plus direct expenses. Additional services may include, but are not limited to:
 - Meetings or presentations in excess of 4 scheduled meetings
 - Changes in project scope
 - Delays in project schedule
 - Any other services not specified
7. Bartle Wells Associates will maintain in force, during the full term of the assignment, insurance in the amounts and coverage as provided in the Schedule of Insurance attached.

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Appendix D: Schedule of Insurance

Insured: BARTLE WELLS ASSOCIATES

Bartle Wells Associates will maintain in force, during the full term of the assignment, insurance in the amounts and coverage as provided in this schedule. If additional insurance is required, and the insurer increases the premium as a result, then the amount of the increase will be added to the contract price.

TYPE OF INSURANCE	COMPANY POLICY NUMBER	COVERAGES AND LIMITS	EXP. DATE
Commercial General Liability	Hartford Insurance Company Policy #35-SBA PA6857	<ul style="list-style-type: none"> ■ \$2,000,000 General Aggregate ■ \$2,000,000 Products Comp/Op Aggregate ■ \$1,000,000 Personal & Advertising Injury ■ \$1,000,000 Each Occurrence 	6/1/13
Automobile Liability	Hartford Insurance Company Policy #35-UEC VU2842	<ul style="list-style-type: none"> ■ \$1,000,000 Combined Single Limit 	6/1/13
Workers Compensation & Employers' Liability	Hartford Underwriters Insurance Company Policy #35-WEC FG7858	<p>Workers' Compensation: Statutory Limits for the State of California. Employers' Liability:</p> <ul style="list-style-type: none"> ■ Bodily Injury by Accident - \$1,000,000 each accident ■ Bodily Injury by Disease - \$1,000,000 each employee ■ Bodily Injury by Disease - \$1,000,000 policy limit 	6/1/13
Professional Liability	Chubb & Son, Inc. BINDO94045	<p>Solely in the performance of services as municipal financing consultants for others for a fee.</p> <p>Limit: \$2,000,000 Per Occurrence & Aggregate (including defense costs, charges, and expenses)</p>	6/1/13



Town of Discovery Bay

"A Community Services District"

AGENDA REPORT

Meeting Date

March 20, 2013

Prepared By: Rick Howard, General Manager
Submitted By: Rick Howard, General Manager

Agenda Title

Discovery Bay Community Center Swimming Pool Repair

Recommended Action

Approve contract for Community Center Swimming Pool repairs and authorize the General Manager to execute all necessary contract documents

Executive Summary

The Town recently closed escrow on the purchase of the Discovery Bay Community Center site, located at 1601 Discovery Bay Boulevard. One of the onsite amenities includes a swimming pool. The pool is in need of repair and requires maintenance and replacement to a number of items, including ADA upgrades, maintenance issues and the installation of a pool heater.

On February 6, 2013, the Board authorized and budgeted \$23,000.00 for necessary pool repairs. It is anticipated, however, that the pool renovations will exceed the budgeted amount by approximately \$20,000.00.

Staff has received estimates from two different pool maintenance companies, and is in the process of evaluating those proposals. However, due to the timing of the agenda package, it was not possible to fully evaluate the proposals prior to the distribution of the agenda package. Staff will provide additional materials related to this item prior to the Board meeting on March 20, 2013.

Fiscal Impact:

Amount Requested \$23,000

Sufficient Budgeted Funds Available?: YES (If no, see attached fiscal analysis)

Prog/Fund # Category: Pers. Optg. Cap. -or- CIP# X Fund#

Previous Relevant Board Actions for This Item

Approval of Community Center Budget – February 6, 2013

Attachments

Proposal(s) for Services: (To be provided prior to the March 20, 2013 Board Meeting)

AGENDA ITEM: F-5



MONTHLY OPERATIONS REPORT

February 2013

Town of Discovery Bay, CA

1280 Days of Safe Operations

55068 worked hours since last recordable incident

TRAINING: Safety, Operations, & Equipment

Safety	Hours
Personal Protective Equipment Asbestos in The Workplace Respiratory Protection Monthly Regional Safety Webinar	3.0
Operation	
Lori Gabriel Project Manager Boot Camp	40.0
Joe Brandon Collection System Conference	40.0

WATER SERVICES

# of Active Wells	Water Produced (MG)	Chemical (Hypo) Delivered	Fire Hydrant Flushing
5	55.8	2040	0

Note: Well 4 in lead and Well 5 in lag to offset specific conductivity

2013 Water Production (MG) by Month

January	February	March	April	May	June
51.48	55.88				
July	August	September	October	November	December

Bacteriological Test Results:

Routine Bacteria Samples Collected	No. Total Coliform Positives	No. Fecal/E. coli Positives	Brown Water Calls
16	0	0	0

WASTEWATER SERVICE

Wastewater Laboratory Analysis

<i>WW Effluent Parameter</i>	<i>Permit Limits</i>	<i>January Lab Data</i>	<i>February Lab Data</i>
Flow, MG Effluent, monthly total		39.7	33.9
Flow, MG Daily Discharge Flow, avg.	2.1	1.28	1.21
Effluent BOD ₅ , lbs/d, monthly avg.	350	33	71
Effluent TSS, lbs/d, monthly avg.	525	58	59
Effluent BOD ₅ , mg/L, monthly avg.	20	3	7
Effluent TSS, mg/L, monthly avg.	30	5	7
Total Coli form 7 day Median Max	23	10.5	42
Total Coli form Daily Maximum	240	13	70
% Removal BOD ₅ , monthly avg.	85% min.	99	97
% Removal, TSS, monthly avg.	85% min.	97	96
Electrical Conductivity, umhos/cm annual avg.	2100	2173 (YTD)	2144

Red – new parameter added

# of Active Lift Stations	# of Inactive Lift Stations	Chemical Usage Polymer-gals	SSO	Wastewater Received (MG)
15	0	60	0	36.4

COLLECTION:

- Flushed **7,145** ft of sanitary sewer. YTD **47,421** ft. **72%** completed
- CCTV **34,424** ft. **52%** completed
- Inspected **21** manhole & covers. YTD **153**
- Power Outage at L/S "E"
- Cleaned out L/S "F"

MAINTENANCE

Wastewater

- Annual 1-Ton Host Inspection was performed.
- Magna Rotor Aerator no.3 bearing replaced.
- Installed auto-lubes on rotor aerators.
- Influent sampler failed at Plant no.2, sampler will be replaced for compliance.
- Repaired sump pit for Magna Rotor Aerator no.2 at plant no.1.
- Trojan UV 3000Plus channel was cleaned out towards the end of the month.

Water

- Repaired 4-inch surface wash valve at Willow Lake Water Treatment Plant.
- Repaired booster pump no.1 at Newport Water Treatment Plant.
- Experienced a power failure at Newport lift station; reset the Main breaker.
- Well no.5 motor failed, went out for rewinding and should be done next month.
- Myers Control Corporation (MCC) performed troubleshooting at the Willow Lake Water Treatment Plant.

Preventive and Corrective

Total # of WO's Completed	Total Hours
199	159

Call & Emergency Responses

Call Outs	Emergencies
11	0

Personnel Hours & Overtime:

Regular Hours	Overtime
1155	35

TERMS

WWTP	WASTEWATER TREATMENT PLANT
WTP	WATER TREATMENT PLANT
WL	WILLOW LAKE
NP	NEWPORT
VFD	VARIABLE FREQUENCY DRIVE
WO	WORK ORDER
PLC	PROGRAMMABLE LOGIC CONTROLLER
L/S	LIFT STATION
BOD	BIOLOGICAL OXYGEN DEMAND
TSS	TOTAL SUSPENDED SOLIDS
MGD	MILLION GALLONS PER DAY
mg/l	MILLIGRAMS PER LITRE
CCTV	CLOSED CIRCUIT TELEVISION
PPM	PARTS PER MILLION
RAS	RETURN ACTIVATED SLUDGE
WAS	WATSE ACTIVATED SLUDGE
UV	ULTRAVIOLET LIGHT



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Documentation For
Agenda Item # H



No Back Up
Documentation For
Agenda Item # I-1



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Documentation For
Agenda Item # J



TOWN OF DISCOVERY BAY

A COMMUNITY SERVICES DISTRICT

President – Ray Tetreault • Vice-President – Mark Simon • Director – Kevin Graves • Director – Bill Pease • Director – Chris Steele

**MINUTES OF THE MEETING
OF THE COMMUNITY CENTER COMMITTEE
OF THE TOWN OF DISCOVERY BAY
Monday, February 25, 2013
COMMUNITY CENTER MEETING 7:00 P.M.
1800 Willow Lake Road, Discovery Bay, California
Website address: www.todb.ca.gov**

**Community Center Committee Members
Kevin Graves, Chair; Chris Steele, Vice-Chair; Diane Alexander, Paul Emmett, Jim Mattison**

COMMUNITY CENTER MEETING 7:00 P.M.

A. ROLL CALL

Call business meeting to order – 7:00 p.m. by Chair Graves
Roll Call – Present – Chair Graves, Member Emmett, Member Mattison
Vice-Chair Steele – Arrived at 7:01 p.m.
Member Alexander – Arrived at 7:13 p.m.

B. PUBLIC COMMENTS (Individual Public Comments will be limited to a 3-minute time limit)

There was one Public Comment Speaker

C. APPROVE MINUTES

1. DRAFT Minutes of previous Community Center meeting dated February 11, 2013
Motion by: Committee Member Mattison to approve the minutes
Second by: Vice-Chair Steele
Vote: Motion Carried – AYES: 4, NOES: 0, ABSENT: 1 – Member Alexander

D. PRESENTATIONS

1. Current Community Center Status of Repairs and Upgrades
General Manager Howard – Provided details of item D-1. Introduced Sue Heini as the interim Supervisor of the Town of Discovery Bay Community Center. Provided slides of the improvements of the Discovery Bay Community Center. There was discussion between the General Manager, the Parks and Landscape Manager, and the Community Center Committee. There was one Public Comment Speaker.

E. NEW BUSINESS AND ACTION ITEMS

1. Refine Mission Statement

General Manager Howard – Provided details of item E-1. There was discussion between the General Manager and the Community Center Committee.

Motion by: Vice-Chair Steele to adopt the Mission Statement – Discovery Bay Community Center provides facilities, programs, and events that promote fitness, life-long learning, and social well-being.

Second by: Member Alexander

The discussion continued between the General Manager and the Community Center Committee

Motion Withdrawn by – Vice-Chair Steele

Second Withdrawn by – Member Alexander

Chair Graves – Stated that staff will bring back to the next Community Center meeting one mission statement for the Town of Discovery Bay Community Center

2. Location for the Garden Club at the Community Center

General Manager Howard – Provided details of item E-2. There was discussion between the General Manager, the Parks and Landscape Manager, and the Community Center Committee. There were two Public Comment Speakers.

Motion by: Chair Graves to move forward with the proposal

Second by: Member Mattison

Vote: Motion Carried – AYES: 5, NOES: 0

3. Marketing Effects (Current and into the Future)

General Manager Howard – Provided details of item E-3. There was discussion between the General Manager, the Parks and Landscape Manager, and the Community Center Committee.

Motion by: Vice-Chair Steele to purchase a domain name – discoverybaycommunitycenter.com

Second by: Member Mattison

There were three Public Comment Speakers. The discussion continued between the General Manager and the Community Center Committee.

Vote: Motion Carried – AYES: 5, NOES: 0

4. Committee Assignment Schedule

General Manager Howard – Provided details of item E-4. There was discussion between the General Manager, the Parks and Landscape Manager, and the Community Center Committee. There was one Public Comment Speaker.

5. Financial Incentives for Membership

General Manager Howard – Provided details of item E-5. There was discussion between the General Manager and the Community Center Committee

F. FUTURE AGENDA ITEMS

General Manager Howard – Provided an informational item regarding an additional Fitness Facility within Discovery Bay

1. Determination of the future location of the Splash Pad
2. Reading Room/Library in a Community Center
3. Next Community Center Committee meeting be a Workshop – held at the Community Center property
4. Future User Fees

There was discussion between the General Manager and the Community Center Committee. The next Community Center Committee meeting was scheduled for Monday, March 11, 2013 at 7:00 p.m. There were two Public Comment Speakers.

G. ADJOURNMENT

The meeting adjourned at 8:32 p.m. to the next Community Center Committee meeting on March 11, 2013 at 7:00 p.m. at 1800 Willow Lake Road.

//cmc – 02.27.13

<http://www.todb.ca.gov/content/agenda-and-minutes/>



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Documentation For
Agenda Item # K-2

FINAL



**CONTRA COSTA COUNTY
AVIATION ADVISORY COMMITTEE
MINUTES OF MEETING
January 10, 2013**

MEETING CALLED: The meeting was called to order by Chair Mike Bruno at 10:05 a.m. at the Director of Airports' Office.

PRESENT: Mike Bruno, Chair, CCC Airports Business Association
Janet Kaiser, Diablo Valley College
Keith McMahon, City of Concord
Derek Mims, City of Pleasant Hill
David Pfeiffer, Secretary, District V
Rudi Raab, District I
Ronald Reagan, District III
Russell Roe, District II
Rich Spatz, At Large 2
Tom Weber, Vice Chair, District IV

ABSENT: Ed Young, At-Large 1

STAFF: Keith Freitas, Director of Airports
Beth Lee, Assistant Airports Director

**OPENING COMMENTS
BY CHAIR** Mike Bruno welcomed 2013 and stated that hopefully it will be a good year for aviation.

**PUBLIC COMMENT
PERIOD:** None

**APPROVAL OF
MINUTES:** Moved by David Pfeiffer; seconded by Rich Spatz. Approved unanimously.

**APPROVAL OF
CONSENT ITEMS:** Moved by Tom Weber; seconded by David Pfeiffer. Approved unanimously.

PRESENTATION/SPECIAL REPORTS: None

DISCUSSION/ACTION ITEMS:

a. Items Pulled from Consent

N/A

b. Security Issues

This was a follow-up item from the last meeting regarding Byron Airport.

- Looking at systems to help increase security since there is not 24/7 staffing.
- One item has been implemented.
 - As of January 1, 2013, the Sheriff is using the Airport office as a substation.
- Airport staff is still evaluating other security measures.

Russ Roe mentioned there were not any issues for a long time but when your aircraft is stolen it becomes more personal.

Mike Bruno stated that the incidence of theft has decreased in last few months. Confronting suspicious folks makes it apparent they do not belong and they generally will leave.

Janet Kaiser mentioned that security issues are a problem in most areas right now; mentioned a few incidents in Pleasant Hill.

Tom Weber commented that the main issue are awareness; paying attention and calling when there is a concern.

Keith Freitas responded that hard part for General Aviation pilots are the security measures (like piggy-backing) which is no longer allowed.

c. Member Information Dissemination

Mike Bruno gave a recap of past discussion regarding information being given out to members so they can contact one another.

David Pfeiffer supplied a format used from another committee he is on.

Tom Weber mentioned that all information provided on the Aviation Advisory Committee (AAC) application is already public information.

David Pfeiffer made a motion to approve adding information to the attendance roster. Derek Mims seconded. Approved unanimously.

David Pfeiffer mentioned that all of his information is public from other committees and he has never been contacted.

d. Sustainable Farm North of Buchanan Field

Contra Costa Sanitary District (CCSD) is looking at some use potential of approximately 33 acres of their property.

- Current leading proposal is a sustainable farm that would provide a teaching opportunity and create fresh produce for the Contra Costa & Solano County Food Bank.
 - Wildlife attraction is a concern; proponents have agreed to implement any measures necessary to manage the birds and other wildlife.
- Keith McMahon commented that as it moves through the process it could increase cars/users to the area which should be evaluated along with potential for water contamination (from fertilizers).
- Airport staff has alerted the Airport Land Use Commission (ALUC) staff.
- CCSD needs to make some decisions as to which proposal would best fit their needs and then the project would move through the regulatory process.

e. Review of Annual AAC Report

David Pfeiffer was commended on the report. There were no questions or discussion.

f. 25% Airport Budget for Fiscal Year (F/Y) 2012/13

The 25% Airport Budget for F/Y 2012/13 was included in the packet and keep on target to meet anticipated goals.

- Keith Freitas mentioned that at the last Airport Committee meeting, the Supervisors approved depositing \$204,000 into the emergency reserve fund. With this addition the fund is now fully funded at the agreed upon 10% level.
- The Debt Payment schedule was attached and shows the debt will be paid off in about a year and a half.
- Keith Freitas commented that the emergency reserve fund was created for unforeseen things and not for current needs. At Buchanan Field, alone, there are about \$20 million in infrastructure needs that may/may not all qualify for matching grant funds.

g. Revised Attendance List

Covered in item "c" above.

h. Patriots Jet Team Foundation Update

Tom Weber commented that at the last ALUC meeting final decisions were made on the Patriot Jet Team Foundation consideration.

- Under land use, they could get 50 people per acre but ALUC found an opportunity for a 50% increase in density due to safety and building considerations.
- Found an additional opportunity to further increase the density to up to 200 (the desired number) people at their facility.
- Special events can have higher densities if they work with Airport staff.
- Mike Bruno was congratulated for working with the Patriot Jet Team Foundation to do an education component at Buchanan Field.
 - Mike started with two (2) students from Monte Vista Unified to learn aviation related skills/information.
- Russ Roe expressed he had concerns with the proposal:
 - The fit of radio controlled aircraft and rockets with skydiving and aviation uses.

- Keith Freitas expressed similar concerns but stated they would need to go through an Airport review process before they can implement the two components.
- Aviation needs avenues to get people excited about and involved with the aviation industry.
- Keith McMahon commented that increasing connections to the airports/aviation industry community will be a benefit for all parties.
- Ron Reagan questioned the likelihood of integrating such a program with colleges; he would like to be involved.
 - Mike Bruno would be meeting with Janet Kaiser to discuss what possibilities may exist.
 - Janet Kaiser commented that Diablo Valley College (DVC) had programs historically but there were not enough students to keep the program.
- Tom Weber suggested creating a continuation program starting with encouraging youth at the public viewing area. The Experimental Aircraft Association (EAA) is involved with kids starting at age eight (8). The Patriot Jet Team Program is geared for those at or above 8th grade. Then working with the college system for more adult linkages.
- Keith Freitas commented that former AAC member, Ellen Williams, tried to get an aviation academy going at the high school level but funding and resource issues kept it from going forward.

i. ALUC December Meeting Update

Tom Weber commented that the only other item introduced was the Sea Pilots Association proposal to use the Clifton Court Forebay for training.

- They are not talking about a huge number of potential users.
- Biggest obstacle would be getting cooperation from the Department of Water Resources (DWR).
- Keith Freitas commented that he had recently talked with DWR and they view it as a potential liability as the water is not very deep in areas and approval of the proposal is not looking very positive.

UPDATES/ANNOUNCEMENTS

a. Airport Committee Update

Mike Bruno commented that at the last meeting the focus was on information dissemination form.

- Plan is to use the revised form and see how it works.

Keith Freitas mentioned they also reviewed the 100% Budget and approved moving \$204,000 to the emergency reserve fund.

b. What is happening at Buchanan Field & Byron Airports/Other Airports

Keith Freitas reported:

- Airport staff usually goes through a strategic planning meeting and will be bringing issues back to the AAC for consideration.
- Gave a brief recap of the Airports' proposed Marketing Director.

c. **Update from Airport Business Association**

Mike Bruno reported that his business had an incredibly strong winter which is a strong indication that things are moving in the right direction. Sterling received its sightseeing certificate (must stay 25 miles from Airport) and he is looking at ways of using it to increase business opportunities.

d. **AAC Announcements**

Tom Weber reminded AAC members that if their term was going to expire, they should make sure that their reappointment is made as soon as possible.

e. **Airport Staff Announcements**

Caffino sold and Airport was fully paid in the process.

FUTURE AGENDA ITEMS

None

Next meeting scheduled for Thursday, February 14 at 10:00 am.

ADJOURNMENT: The meeting was adjourned by the Chair at 11:23 am.



TownOfDiscoveryBay CSD
Received
MAR 01 2013

EAST CONTRA COSTA FIRE PROTECTION DISTRICT

Meeting Minutes Board of Directors Regular Meeting

Monday February 4, 2013 – 6:30 P.M.
Meeting Location: 3231 Main Street, Oakley

BOARD OF DIRECTORS		
Kevin Bouillon	Kevin Romick-President	Cheryl Morgan
Greg Cooper	Joel R. Bryant- Vice President	Steven Smith
Ronald Johansen	Robert Kenny	Joe Young

Proceeded by a Special Closed Session Meeting at 6:00 P.M., - (6:11 P.M.)

6:00 P.M. – Call to Order and Adjourn to Closed Session on the following matters:

1. Public Employee Performance Evaluation; Title: Fire Chief
pursuant to Government Code 54957.1(a)(5).

RECONVENE TO OPEN SESSION – - (6:35 P.M.)

Report from closed: no action was taken.

CALL TO ORDER- (6:37P.M.)

PLEDGE OF ALLEGIANCE- (6:37 P.M.)

ROLL CALL- (6:38 P.M.) Directors Present: Bryant, Cooper, Johnansen, Morgan, Romick,
Smith, Young
Directors Absent: Bouillon, Kenny

PUBLIC COMMENTS- (6:39P.M.)

There was no Public Speaker.

CONSENT CALENDAR- (6:39 P.M.)

- C.1 Approve minutes from January 7, 2013 Regular Board of Directors Meeting.
- C.2 Approve minutes from January 24, 2013 Special Board of Directors Meeting.

Motion by: Director Young to approve Consent Calendar Item C.1 & C.2
Second by: Director Bryant
Abstained:
Vote: Motion carried 7:0:2

PUBLIC HEARINGS

NONE

DISCUSSION ITEMS

(6:39 P.M.)

- D.1 Consider Formation of Board Subcommittees

There was one Public Speaker-Vince Wells

(6:55 P.M.)

- D.2 Receive SAFER Grant and Hiring Update

(7:00 P.M.)

- D.3 Discussion of Policy on Disposition of Surplus District Real Property

There was one Public Speaker-Dan Baio

(7:08 P.M.)

- D.4 Receive Operational Update

There was one Public Speaker-James Mathers

INFORMATIONAL STAFF REPORTS

NONE

DIRECTORS' COMMENTS - (7:20 P.M.)

Director Bryant thanked the firefighters/ENG 52 for a medical response at a Sunday Service.

INFORMATIONAL REPORTS AND REQUESTS FOR FUTURE AGENDA ITEMS FROM BOARD MEMBERS - (7:21 P.M.)

Director Cooper- Request a review of the District's 2012 parcel tax (Measure S) at future meeting.

ADJOURN TO THE NEXT REGULAR BOARD MEETING SCHEDULED: March 4, 2013 - (7:21 P.M.)

Motion by: Director Romick to adjourn to the next Board meeting, March 4, 2013



County Supervisor Mary Nejedly Piepho, District III

CONTRA COSTA COUNTY BOARD OF SUPERVISORS, CHAIR

Re-revised
MARCH 30 2013

RA / ✓
CA / Ca
CMA / Foto
Emailed to Board
Orbit UK
a

COMMITTEES

- Legislation Committee, Chair
 - Transportation Water and Infrastructure Committee, Vice Chair
 - Contra Costa Regional Medical Center, Joint Conference Committee and Professional Affairs Committee, Vice Chair
 - Sacramento-San Joaquin Delta Conservancy, Chair
 - Airport Committee, Chair
 - Delta Counties Coalition, Founder
 - Delta Protection Commission
 - Central Contra Costa Solid Waste Authority
 - East Bay Economic Development Alliance
 - Dougherty Valley Oversight Committee
 - Bay Area Air Quality Management District
 - Eastern Contra Costa Transit Authority
 - East Contra Costa Regional Fee and Finance Authority
 - eBART Partnership Policy Advisory Committee
 - San Joaquin Valley Rail Committee
 - State Route 4 Bypass Authority
 - TRANSPLAN, East County Transportation Planning
- SERVING AS ALTERNATE
- Local Agency Formation Commission
 - Contra Costa Transportation Authority
 - Association of Bay Area Governments
 - East County Water Management Association
 - East Contra Costa County Habitat Conservation Plan, Executive Governing Board
 - Mental Health Commission
 - City-County Relations Committee

February 27, 2013

Mark Simon, President
Town of Discovery Bay CSD
1800 Willow Lake Road
Discovery Bay, CA 94505

Dear President Simon and Members,

Please find here within recent correspondence regarding the National Flood Insurance Program (NFIP) Community Rating System field verification findings based on Contra Costa County's 5-year cycle application.

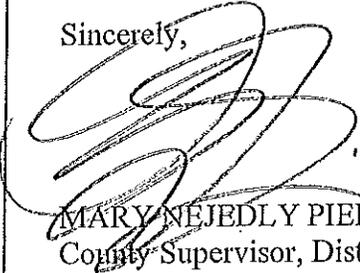
As stated in the letter the Federal Emergency Management Agency has determined that the County has retained the rating of CRS Class 6, which will continue to qualify flood insurance policy holders for a 20 percent discount in the premium costs for NFIP policies issue or renewed in Special Flood Hazard Areas.

I am sharing this information as I believe it may be of benefit to residents in your community.

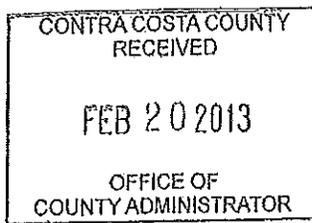
Please feel free to contact my office regarding this or any additional matter at (925) 240-7260.

As always, it is an honor to serve you on the Contra Costa County Board of Supervisor.

Sincerely,


MARY NEJEDLY PIEPHO
County Supervisor, District III

MNP: kc



U.S. Department of Homeland Security
500 C Street, SW
Washington, DC 20472



FEMA

cc: Julie Baergen
BOARD OF SUPERVISORS

Mr. David Twa
County Administrator, Contra Costa County
651 Pine Street
Martinez, CA 94553

FEB 01 2013

Dear County Administrator Twa:

The purpose of this letter is to provide you with the results of the National Flood Insurance Program (NFIP) Community Rating System (CRS) field verification findings based on your 5-year cycle application. I am pleased to inform you the Department of Homeland Security, Federal Emergency Management Agency (FEMA), has determined that your community will retain its current rating as a CRS Class 6 community in the NFIP CRS. The floodplain management activities implemented by your community will continue to qualify flood insurance policy holders in your community for a 20 percent discount in the premium costs for NFIP policies issued or renewed in Special Flood Hazard Areas. I am enclosing the field verification report based on your 5-year cycle application for your records. This savings is a tangible result of the flood mitigation activities your community implements to protect lives and reduce property damage.

Please note that Preferred Risk Policies, applicable in Zones B, C, and X on your community's NFIP Flood Insurance Rate Map, are not eligible for the CRS discount. Standard rated flood insurance policies in Zones B, C, X, D, AR, and A99 are limited to a CRS discount of 10 percent in CRS Class 1-6 communities and 5 percent in CRS Class 7-9 communities. The rates for these zones already reflect significant premium reductions.

If your community remains in compliance with NFIP regulations actions, the CRS rating for your community will automatically be renewed annually and a notification letter will not be sent to your community. This renewal will occur as long as your community continues to implement the CRS activities you certify each October. If no additional modifications or new CRS activities are added, the next verification visit for your community will be in accordance with its established 5-year cycle. In the interim, FEMA will periodically send the *NFIP/CRS Update* newsletter and other notices to your CRS Coordinator to keep your community informed.

I commend you on your community actions and your determination to lead your community to be more disaster resistant. This commitment enhances public safety, protects property, preserves the natural functions of floodplains, and reduces flood insurance premiums.

If you have any questions or need additional information, please contact the FEMA Region IX Office, CRS Coordinator, Gregor Blackburn, CFM, by telephone at (510) 627-7186.

Sincerely,

David L. Miller
Associate Administrator
Federal Insurance and Mitigation Administration

Enclosure

cc: Rich Lierly, Senior Civil Engineer/Floodplain Manager



COMMUNITY
RATING
SYSTEM

VERIFICATION
REPORT

Contra Costa County, CA

Verified Class 6

NFIP Number: 060025

Cycle

Date of Verification Visit: October 5, 2011

This Verification Report is provided to explain the recommendations of Insurance Services Office, Inc. (ISO) to DHS/FEMA concerning credits under the Community Rating System (CRS) for the above named community.

A total of 2073 credit points are verified which results in a recommendation that the community remain classified as a CRS Class 6. The community has met the Class 6 prerequisite with a Building Code Effectiveness Grading Schedule (BCEGS) Classification of 4/3. The following is a summary of our findings with the total CRS credit points for each activity listed in parenthesis:

Activity 310 – Elevation Certificates: The Public Works Department maintains elevation certificates for new and substantially improved buildings. Copies of elevation certificates are made available upon request. Elevation Certificates are also maintained in computer format. (67 points)

Activity 320 – Map Information Service: Credit is provided for furnishing inquirers with flood zone information from the community's latest Flood Insurance Rate Map (FIRM), publicizing the service annually and maintaining records. (140 points)

Activity 330 – Outreach Projects: Flood information is published in the community phonebook annually. An outreach brochure is mailed annually to creek side properties. The community also provides flood information displays at public buildings. (35 points)

Activity 340 – Hazard Disclosure: Credit is provided for state and community regulations requiring disclosure of flood hazards. (15 points)

Activity 350 – Flood Protection Information: Documents relating to floodplain management are available in the reference section of the Contra Costa County Library. Credit is also provided for floodplain information displayed on the community's website. (43 points)

Activity 420 – Open Space Preservation: Credit is provided for preserving approximately 58 square miles SFHA as open space. Credit is also provided for open space land that is preserved in a natural state. (433 points)

Activity 430 – Higher Regulatory Standards: Credit is provided for enforcing regulations that require freeboard for new and substantial improvement construction, cumulative substantial improvement, protection of natural and beneficial functions, land development criteria and state mandated regulatory standards. Credit is also provided for a BCEGS Classification of 4/3, the adoption and implementation of the International Series of Building Codes, and for staff education and certification as a floodplain manager. (487 points)

Activity 440 – Flood Data Maintenance: Credit is provided for maintaining and using digitized maps in the day to day management of the floodplain. Credit is also provided for establishing and maintaining a system of benchmarks and maintaining copies of all previous FIRMs and Flood Insurance Study Reports. (132 points)

Activity 450 – Stormwater Management: The community enforces regulations for freeboard in non-SFHA zones, soil and erosion control, and water quality. (83 points)

Activity 510 – Floodplain Management Planning: Based on the updates made to the NFIP Report of Repetitive Losses as of August 15, 2011, Contra Costa County has 10 repetitive loss properties and is a Category C community for CRS purposes. All requirements for the 2011 cycle have been met. Credit is provided for the adoption and implementation of the Floodplain Management Plan. **Since Contra Costa County is a Category C community with an approved Floodplain Management Plan, a progress report must be submitted on an annual basis.** (250 points)

Activity 540 – Drainage System Maintenance: A portion of the community's drainage system is inspected regularly throughout the year and maintenance is performed as needed by Contra Costa County Public Works Department. Records are being maintained for both inspections and required maintenance. The community also enforces a regulation prohibiting dumping in the drainage system. (273 points)

Activity 610 – Flood Warning Program: Credit is provided for a program that provides timely identification of impending flood threats. Credit is also provided for the designation as a Storm Ready Community by the National Weather Service. (51 points)

Activity 630 – Dam Safety: All California communities currently receive CRS credit for the state's dam safety program. (64 points)

Attached is the Community Calculations Worksheet that lists the verified credit points for the Community Rating System.

CEO Name / Address:

David Twa
County Administrator
651 Pine Street
Martinez, California 94553

CRS Coordinator Name / Address:

Rich Lierly
Certified Floodplain Manager
255 Glacier Drive
Martinez, California 94553
(925)313-2333

Date Report Prepared: April 23, 2012

720 COMMUNITY CREDIT CALCULATIONS (Cycle):

CALCULATION SECTION :

Verified Activity Calculations:	Credit
c310 67	67
c320 140	140
c330 35	35
c340 15	15
c350 43	43
c360	
c410 x CGA =	
c420 394 x CGA 1.10 =	433
c430 443 x CGA 1.10 =	487
c440 120 x CGA 1.10 =	132
c450 75 x CGA 1.10 =	83
c510 250	250
c520	
c530	
c540 273	273
c610 51	51
c620	
c630 64	64

722 Community Classification Calculation:

cT = total of above

cT = 2073

Community Classification (from Appendix C):

Class = 6

CEO Name/Address:

David Twa
 County Administrator
 651 Pine Street
 Martinez, California 94553

CRS Coordinator Name/Address:

Rich Lierly
 Certified Floodplain Manager
 255 Glacier Drive
 Martinez, California 94553
 (925)313-2333

Date Report Prepared: April 23, 2012

AW-720



No Back Up
Documentation For
Agenda Item # M



No Back Up
Documentation For
Agenda Item # N